

22¹¹

מדינת ישראל

משרד הממשלה

Dept. of Lands
in Surveys

GP/5/21(6) חק מס' 21

Nataniya (Umm Khalid)

Tel Karem s/o

1930 - 1932

British Mandate Collection - N

16621 / 7 - גל

899029 מס פריט: 99.0/3 - 1118
25/08/2013 02-113-03-05-07

מזהה פיוז:
מזהה לוגי:
כתובת:

British Mandate

22¹¹

GP/5/21(6) חק מס' 21

Jacket, No: 1

21/6

R 4803
9708

STATE DOMAINS

NATNYA (UMM KHALID) TULKARM S/D

(114 dms and 087 sq m)
7577, 1152 pica²)

GPP, 7717-6000-20-8-07

[illegible]

~~D/Ful~~

8P/5/21/6

Closed in

2nd jacket

63.

D/TUL/106- 191

5 FEB 1932

Sir,

I have the honour to refer to your letter of the 25th of January, 1932 regarding the proposed lease of the Um Khaled Sand Dunes and to inform you that the draft lease is still receiving the consideration of Government and that I am not yet in a position to state the probable date upon which the decision of Government will be promulgated.

I have the honour to be,
Sir,
Your obedient servant.

DIRECTOR OF LANDS.

Mr. Bernard Joseph,
Advocate
Jerusalem.

N.

BERNARD JOSEPH
BARRISTER-AT-LAW
ADVOCATE

ד"ר ברנרד יוסף

עורדין

28-24 בנין מרכזי רחוב יפו

ירושלים

תלפון 696 ת.י. 750



JERUSALEM January 25th, 1932.

Director,
Department of Lands,
P.O.B. 356,
Jerusalem.

Sir,

Re: Um Khaled Sand Dunes.

This is to acknowledge your communication of
January 23rd No.D/Tul/106 - 447.

As this matter has been pending for a con-
siderable time I should be grateful to be informed
when you anticipate the matter will be completed.

I have the honour to be,
Sir,
Your obedient servant,

BERNARD JOSEPH

W. Stubbs.

BJ/GF

Have you seen this?

I think a reply might

wait any until the 1st of Feb.

BF 1/2
C 28/1 16/10/32

61
D/Tul/106- 447

23 JAN 1932

Sir,

I have the honour to refer to your letter of the 14th of January, 1932, on the subject of the lease of the Um Khaled Sand Dunes and to inform you that the draft lease is now receiving the consideration of Government.

2. I shall not fail to communicate with you immediately the instructions of Government are received.

I have the honour to be,
Sir,
Your obedient servant.

1090/ J. N. 210003
DIRECTOR OF LANDS.

Mr. Bernard Joseph
P.O.B. 750,
Jerusalem.

N.

Government of Palestine

50

In case of reply
please quote the
date of this letter
and the following
number:

L/51/31

Chief Secretary's Office,
Jerusalem,
Palestine.

21st.
January, 1932.

Director of Lands.



Subject : Lease of land :
Um Khaled Nathanieh.

Reference: Your No.D/Tul/106-336
of the 18th January.

I am directed to inform you that
the question of the lease of this land
is under consideration by the Director
of Development and that the matter of
the completion of the lease will be taken
up as soon as the report of the Director
of Development has been received and con-
sidered.

L
/

John Joseph

for Chief Secretary.

D/Tul/106-

59
JAN 8 1932

Chief Secretary

Subject:- Lease of land-
Um Khaled Nathanieh.

Reference:- My letter No.D/Tul/106
of the 4th of Dec.1931.

Mr. Bernard Joseph, the
Advocate representing the prospective
tenants, is pressing for a completion
of the lease. I should be grateful
if I might be instructed as to the
reply to be given to Mr. Joseph.

24/2
(Sgd) J. N. STOBBS

DIRECTOR OF LANDS.

N.
1

24-26 CENTRAL BUILDING,
JAFFA ROAD, JERUSALEM.

BERNARD JOSEPH
BARRISTER-AT-LAW
ADVOCATE

58
P. O. B. 750 TELEPHONE 898
TELEGRAMS: "BEEJOSEPH"

ד"ר ברנרד יוסף

עורך דין

24-26 במאה המרכזית שער יפו

הקדש

מסדוק הבריד 750.0 תלפון 898

ד"ר ברנרד יוסף

עורך דין

24-26 בנין מרכזי רחוב יפו

ירושלים

תלפון 898

ת.ד. 750

JERUSALEM January 14th, 1932.

Director of Lands,
Jerusalem.

Re: Bnei Benjamin Sand Dunes Lease.

Sir,

I have the honour to enquire whether this
lease is now ready for signature.

I respectfully desire to draw your attention
to the undue delay in the completion of this trans-
action and should be grateful if the same could be
expedited.

I have the honour to be,

Sir,

Your obedient servant,

BERNARD JOSEPH

BJ/GF

Don't
to say definite
what to do
15.1.32

D/TUL/106- 7291

4 DEC 1931

Chief Secretary

Subject:- Lease of land-
Um Khaled Nathanieh.

Reference:- My letter No.D/Tul/106
of the 29th of Nov.1931.

The District Commissioner,
Northern District, has sent to me a copy of
his letter to you No.1077/2 of the 25th of
November, 1931 and it appears desirable to
remind you that the lease to which the
District Commissioner refers in paragraph
5 of his letter of the 7th of November, 1931,
is that forwarded to you with my above
quoted letter.

(896) J. N. STUBBS

DIRECTOR OF LANDS.N.
☆

In reply please quote
No. 1077/2.

DISTRICT COMMISSIONER'S OFFICES
NORTHERN DISTRICT
HAIFA
30th Nov. 1931.

Dear Mr. Stubb

Further to our conversation on 26th
instant, I forward herewith copy of my
letter to Chief Secretary with attachments.

I have marked in red the special point
re granting the Arabs of the Southern Section
permission to utilize the Government Sandhills
for a winter abode, and trust you will not let
these Sandhills out of your hands until the
question of the Arabs in the Wadi Hawarith is
definitely settled.

Yours sincerely
Shachar

W. Stubb

There seems no reason why this letter should
be filed with the "Khalasa" lease papers. To avoid any
possible confusion I am writing to Mr. Col. & reminding him
that this letter relates to the draft lease forwarded with our
letter of 11/11/31.

GM/SG.



2/12.

DISTRICT COMMISSIONER'S OFFICE
NORTHERN DISTRICT
HAIFA
30th Nov. 1941.

In reply please quote
10000

Further to our conversation on 28th
instant, I forward herewith copy of my
letter to Chief Secretary with reference.
I have marked in red the special point
re granting the Award of the Northern Section
permission to utilize the Government Bandwidth
for a winter road, and trust you will not let
these Bandwidth out of your hands until the
question of the Award in the full bandwidth is
definitely settled.

W.S.

The above is a copy of the letter.

to the Chief Secretary with reference.

to the Chief Secretary with reference.

to the Chief Secretary with reference.

W.S.

57

C O P Y

1077/2

25th November, 1931

Chief Secretary,
Jerusalem

Subject :- Wadi el Hawareth

Reference:- Your L/1/31 of 3.11.31
& 16.11.31.

--- I forward herewith copy of a letter No. 200/4/T dated 7.11.31, marked "Confidential" from the Administrative Officer in Charge of Nablus Area on the situation of the Wadi El Hawareth Arabs, and hereby recommend the requests made in paras 5, 6 and 9 thereof.

--- 2. I enclose also translation of the petition referred to in para 11 of the Area Officer's letter and shall be glad of a ruling by the Law officers on the points raised in (2)(a, b and c) and (6) thereof. The other points are being dealt with locally.

3. I am asking the Area Officer and the Director of the Public Works Department to meet and discuss the question of offering suitable employment to the Arab Wadi El Hawareth.

Sgd/ G. MacLaren

f/ ACTING DISTRICT COMMISSIONER.

Copy to:- A.O. Nablus Area

GM/OM.

CONFIDENTIAL

200/4/T

7th November, 1931

District Commissioner
Northern + District,
Haifa.

Subject :- Wadi Hawareth

²
This legal side of this problem is no nearer solution and in consequence it is still impracticable to formulate proposals for the permanent settlement of this tribe.

2. Southern Section. At present this section of the tribe is in possession of the "disputed area". The ownership action was down for further hearing on 2nd November but at the request of Dr. Eliash, the advocate for Tiyan (? J.N.F.), the case has again been adjourned and it is unlikely that it will receive attention for some months. This delay does not entail any great hardship to this section of the tribe as they have this disputed area to cultivate and even if they lose the ownership action they are in the fortunate position of being immune from eviction under the provisions of Sect.4 of the Protection of Cultivators (amendment) Ordinance 1931.

3. During the winter months, however, they experience considerable difficulty in grazing their animals and finding suitable camp sites. The greater part of the disputed area is water-logged during the rainy season and if they utilise those portions of the lands which are not under water the meagre area available for cultivation is further reduced.

4. During my recent visit the Arabs asked to be allowed to move to the sand hills situated in the South western part of the J.N.F. lands for the winter season but this request Mr. Khankine refuses to entertain.

5. Adjoining the Wadi Hawareth lands, on the south side, are some sand hills owned by the Government and which promoters of the Natania settlement are endeavouring to acquire on lease (Your file No.287/251 refer).

6. I consider however that the needs of the Arabs are greater than those of Nathania and suggest that a part of these sand hills should be offered to the southern section of the Wadi Hawareth Arabs as a winter camping ground and grazing area. I should be grateful if you could obtain the necessary authority for me to arrange this.

7. Wadi Hawareth North. This section of the tribe still hopes that one day the action for "aulawiyeh", which is still pending in the court, will be proceeded with. I have tried several times during the last year to get their lawyer to apply to the court for a further hearing of this action but for some obscure reason he will not do so.

8. At the moment the Arabs are camped on the Basset Sheikh Mohammed and are grazing their animals there and on the adjoining lands now in possession of the J.N.F.

9. In a week or two the Basset will be under water and will become untenable. Here again the provision of a camp site and grazing area is of immediate necessity. This difficulty was overcome last year by the Government leasing some land from an adjoining owner, Abdulla Samara. (My 200/4/T of 13.1.31 refers). The District Officer i/c Tulkarem has already approached Abdulla Samara with a view to similar arrangements being made for the coming winter. Abdulla Eff. would be willing to renew the lease if he could be assured that the Arabs will not acquire any rights over his land or become entitled to consideration under the Protection of Cultivators' Ordinance. I think his fears are groundless as Sect. 4 (2) of the amending ordinance would not apply till another four years have elapsed. He however, insists that a written undertaking be given by Government that at the expiration of the lease the land will be handed back to him free of any encumbrance. I see no reason why this undertaking should not be given and shall be grateful if you will authorise me to do so.

10. As regards relief for the members of this Section the Chief Secretary in his letter L/1/31 of 17.1.31 ruled that they are to be provided with such minimum subsistence as is not obtainable from their own property. Last winter they were given a free issue of wheat. I think this form of relief is demoralising and in my 200/4/1/T of 10.8.31 I recommended that rather than continue this year on the same lines labour on roads in the vicinity of the Wadi Hawareth should be found for them. (My A.O./300/1 of 17.9.31 refers).

11. I enclose translation of a petition addressed to you by the Mukhtar and Elders of this Section of the tribe.

I have already remarked on the question of the camp site in paragraph 9 above.

(2) (a) In view of the fact that they were actually evicted from the lands I doubt if Sect.4(2) of the amending ordinance applies as it mentions that the easements referred to shall have been exercised continuously. This is, however, a matter upon which the Law Officers might be asked for a ruling.

(b) (c) An answer to these two requests will depend on the advice given by the Law Officers in respect of 2(a)

(3) Animal Tax amounting to LP.22 was collected in 1931. The question of remission of animal tax for 1932 can be considered when the tax falls due.

(4) This is a minor matter which I have instructed the District Officer i/c Tulkarem to take up with the Forest Officer. I have not received any previous complaints of this nature.

(5) I have referred this allegation to the Deputy Dist. Supt. of Police, Nablus for appropriate action.

(6) It was not the court that placed them on the Basset Sheikh Mohammad but they were allowed to camp and graze there by permission of the High Commissioner. Unless the Government is unable to make suitable arrangements for camp sites I do not think they should be allowed to erect wooden huts on the Basset as it is an innovation.

Sgd/ Bailey

Administrative Officer
Nablus Area

Copy to:- D.O. i/c Tulkarem.

200/4/T

7th November, 1931

District Commissioner
Northern + District,
Haifa.

Subject :- Wadi Hawareth

This legal side of this problem is no nearer solution and in consequence it is still impracticable to formulate proposals for the permanent settlement of this tribe.

2. Southern Section. At present this section of the tribe is in possession of the "disputed area". The ownership action was down for further hearing on 2nd November but at the request of Dr. Eliash, the advocate for Tiyan (? J.N.F.), the case has again been adjourned and it is unlikely that it will receive attention for some months. This delay does not entail any great hardship to this section of the tribe as they have this disputed area to cultivate and even if they lose the ownership action they are in the fortunate position of being immune from eviction under the provisions of Sect.4 of the Protection of Cultivators (amendment) Ordinance 1931.

3. During the winter months, however, they experience considerable difficulty in grazing their animals and finding suitable camp sites. The greater part of the disputed area is water-logged during the rainy season and if they utilise those portions of the lands which are not under water the meagre area available for cultivation is further reduced.

4. During my recent visit the Arabs asked to be allowed to move to the sand hills situated in the South western part of the J.N.F. lands for the winter season but this request Mr. Khankine refuses to entertain.

5. Adjoining the Wadi Hawareth lands, on the south side, are some sand hills owned by the Government and which promoters of the Natania settlement are endeavouring to acquire on lease (Your file No.287/251 refer).

6. I consider however that the needs of the Arabs are greater than those of Nathania and suggest that a part of these sand hills should be offered to the southern section of the Wadi Hawareth Arabs as a winter camping ground and grazing area. I should be grateful if you could obtain the necessary authority for me to arrange this.

7. Wadi Hawareth North. This section of the tribe still hopes that one day the action for "aulawiyeh", which is still pending in the court, will be proceeded with. I have tried several times during the last year to get their lawyer to apply to the court for a further hearing of this action but for some obscure reason he will not do so.

8. At the moment the Arabs are camped on the Bassat Sheikh Mohammed and are grazing their animals there and on the adjoining lands now in possession of the J.N.F.

9. In a week or two the Bassat will be under water and will become untenable. Here again the provision of a camp site and grazing area is of immediate necessity. This difficulty was overcome last year by the Government leasing some land from an adjoining owner, Abdulla Samara. (My 200/4/T of 13.1.31 refers). The District Officer i/c Tulkarem has already approached Abdulla Samara with a view to similar arrangements being made for the coming winter. Abdulla Eff. would be willing to renew the lease if he could be assured that the Arabs will not acquire any rights over his land or become entitled to consideration under the Protection of Cultivators' Ordinance. I think his fears are groundless as Sect. 4 (2) of the amending ordinance would not apply till another four years have elapsed. He however, insists that a written undertaking be given by Government that at the expiration of the lease the land will be handed back to him free of any encumbrance. I see no reason why this undertaking should not be given and shall be grateful if you will authorise me to do so.

10. As regards relief for the members of this Section the Chief Secretary in his letter L/1/31 of 17.1.31 ruled that they are to be provided with such minimum subsistence as is not obtainable from their own property. Last winter they were given a free issue of wheat. I think this form of relief is demoralising and in my 200/4/1/T of 10.8.31 I recommended that rather than continue this year on the same lines labour on roads in the vicinity of the Wadi Hawareth should be found for them. (My A.O./300/1 of 17.9.31 refers).

11. I enclose translation of a petition addressed to you by the Mukhtar and Elders of this Section of the tribe.

I have already remarked on the question of the camp site in paragraph 9 above.

(2) (a) In view of the fact that they were actually evicted from the lands I doubt if Sect.4(2) of the amending ordinance applies as it mentions that the easements referred to shall have been exercised continuously. This is, however, a matter upon which the Law Officers might be asked for a ruling.

(b) (c) An answer to these two requests will depend on the advice given by the Law Officers in respect of 2(a)

(3) Animal Tax amounting to LP.22 was collected in 1931. The question of remission of animal tax for 1932 can be considered when the tax falls due.

(4) This is a minor matter which I have instructed the District Officer i/c Tulkarem to take up with the Forest Officer. I have not received any previous complaints of this nature.

(5) I have referred this allegation to the Deputy Dist. Supt. of Police, Nablus for appropriate action.

(6) It was not the court that placed them on the Bassat Sheikh Mohammad but they were allowed to camp and graze there by permission of the High Commissioner. Unless the Government is unable to make suitable arrangements for camp sites I do not think they should be allowed to erect wooden huts on the Bassat as it is an innovation.

Sgd/ Bailey

Administrative Officer
Nablus Area

Copy to:- D.O. i/c Tulkarem.

56
D/TUL/106- 7186

29 NOV 1931

1 file.

Chief Secretary

Subject:- Lease of land-
Um Khaled Nathanieh.

Reference:- Your file No.L/51/31
returned herewith.

I desire to express my regret that an incorrectly worded lease was enclosed with my letter of the 10th of November, 1931. This document was prepared some months ago and by an irregularity the drafts were bound and filed as fair copies before they were checked.

2. The paragraphs have been renumbered and paragraph 17 (now paragraph 16) has been completed. The amendments discussed in my letter No.D/Tul/106 of the 10th of November, 1931, have now been underlined in red ink; otherwise the lease follows the draft approved by your letter No.L/51/31 of the 13th of February, 1931.

Sgd) M. DOUKHAN.

DIRECTOR OF LANDS.

N.

AN AGREEMENT MADE THIS

55
day

of

One Thousand Nine Hundred

and

between His Excellency

Lieutenant General Sir Arthur Grenfell Wauchope,
K.C.B., C.M.G., C.I.E., D.S.O., High Commissioner
for Palestine for and on behalf of the Government
of Palestine (hereinafter called the "Lessor") of
the one part and the Heclai Hazair Bnei Benjamin
Cooperative Society, Limited, a cooperative society
duly registered under the laws of Palestine
(hereinafter called the "Lessee") of the other part

WHEREBY IT IS AGREED AS FOLLOWS:-

1. The Lessor agrees to let and the Lessee
agrees to take on lease, for the purpose of
afforestation and erection of dwelling houses and/or
such other development or use as the Lessor may from
time to time approve in writing, all that area of
land described in the schedule attached hereto for
the term of ninety nine years from the date hereof.

2. (a) The Lessee shall, during the first
twenty five years of the term hereby created, pay
to the Lessor an annual rental of fifty Palestine
mils per dunum payable in advance on or before the
first day of in each year, the
first of such payments to be made on the execution
hereof.

(b) For each subsequent period of twenty
five years and for the last period of twenty-four
years of the term hereby created, the annual rent
shall be a sum calculated at the rate of five
Palestine pounds per centum on the unimproved

capital /

capital value of the land, at the end of the twenty-fifth, fiftieth and seventy-fifth years respectively of the term hereby created. The said value shall be determined by agreement between the parties hereto or in default of agreement by arbitration as herein prescribed; provided always that such value shall not be greater than the unimproved value of similar lands in the neighbourhood and that the extent to which the value of the land hereby demised may have been increased by expenditure made by the Lessee, its agents, servants or nominees, or as a result of or in consequence of such expenditure on the said land, shall not be taken into account when calculating the said value.

(c) The rent hereby reserved shall be paid in addition to any taxes, rates, tithes or other assessments or charges from time to time imposed by the Government or any authority in conformity with any general law upon the land hereby demised.

3. The Lessee shall not, without the consent in writing of the Lessor first obtained, assign, mortgage or otherwise dispose of or charge his interest in the land hereby demised or any part thereof; provided that such consent shall not be unreasonably withheld; and provided further that the Lessee shall be entitled to sublet parcels or plots of the said land subject to the following conditions. The Lessee shall, immediately upon execution, submit to the Lessor for his approval all such sub-leases as shall be granted by the

Lessee to its members and such sub-leases shall not become operative until 30 days after the date of their receipt by the Lessor who shall be entitled to withhold his consent but not unreasonably, to any such sub-lease.

4. The Lessee shall within six months from the date hereof, at his own cost, cause a survey of the land hereby demised to be made and shall furnish the Lessor with a copy of the plan of such land and shall further erect and maintain on the boundaries of the said land, permanent boundary marks of a kind and number and in such places as shall be approved by the Lessor.

5. The Lessee shall submit to the Lessor within three months from the date hereof a general scheme for the afforestation of the land hereby demised and the Lessor shall notify his approval or disapproval of or objection to the scheme within three months after it is submitted to him, and the Lessee shall if required, submit an amended scheme within one month which shall be subject to the like approval or disapproval. If the Lessor shall not approve such amended scheme within the time aforesaid a dispute shall be deemed to have arisen which shall be determined by arbitration in manner provided in clause 17 hereof.

6. The Lessee hereby undertakes to execute all such works as shall be reasonably necessary for the afforestation of the land and of the arrestation of the sand drift in accordance

with /

with the approved general scheme as hereinbefore set out within ten years from the date of approval of the general scheme by the Lessor. PROVIDED that the Lessee shall not, save with the previous consent in writing of the Lessor, divert any watercourse or obstruct or interfere with the free use of water by persons who have hitherto enjoyed it or the free flow of water to adjacent lands which have hitherto received such water.

7. (a) The Lessee agrees that where operations carried out by him do not have the effect of arresting sand drift he shall take such further measures as in the opinion of the Chief Forest Officer are necessary to arrest the said sand drift provided that the Chief Forest Officer shall at the request of the Lessee furnish the Lessee with a Schedule of the measures to be taken and provided also that such measures shall be those commonly employed to arrest Sand Drift.

(b), The Lessor reserves the right to cause such operations to be carried out by the Government at the cost of the Lessee should the Lessee fail to execute any operation in the manner and within the period specified to the satisfaction of the Chief Forest Officer and the Lessee agrees to pay such costs on demand provided that if a dispute has arisen regarding the measures taken or to be taken and the matter has been referred to arbitration this right shall not become operative until such time as the Arbitrators have made their submission.

8. The Lessee hereby agrees that there shall be excluded from the lands hereby demised all public roads, paths or highways existing thereon at the date hereof together with an area on the sea-shore of a width not exceeding sixty metres from the high-water mark.

9. Nothing in this agreement shall confer on the Lessee any right to antiquities or to minerals found on or below the surface of the land hereby demised or to work any mines therein, but such mines, minerals and antiquities shall in all cases be and remain the exclusive property of the Lessor. The Lessor or persons authorised by him shall at all times have the right of access to the said land for the purpose of inspecting, taking, winning or prospecting any such antiquities or minerals found on or in the said land.

10. (a) Nothing in this lease shall be taken to affect or derogate from the right of the Lessor at any time to resume without expropriation proceedings any part of the land hereby demised which may be necessary for the purpose of constructing, widening, improving or reconstructing any public road or constructing, improving or reconstructing any railway or other public work.

(b) The Lessee shall be entitled to such reasonable compensation or reasonable abatement of rent in respect of any lands of the use of which he is deprived in accordance with this clause as may be agreed between the parties

hereto/

hereto, or, in default of agreement, may be determined by arbitration under the provisions hereof.

11. The Lessor or any person authorised by him may at all times enter on the land hereby demised to inspect the same without let or hindrance by the Lessee.

12. On the expiration or sooner determination of the term hereby created the Lessee shall deliver up the said land to the Lessor in a good and clean condition and fit for occupation by an incoming tenant, together with all buildings, machinery, engines, pipes and trees which may have been erected installed or planted on the premises with the exception of portable buildings, engines and machinery which can be removed without damaging or defacing the land demised. The buildings, machinery and other property which are not removed shall be left in a good state of repair and condition.

13. The Lessee shall not be entitled to any compensation in respect of any property existing on the land at the time it is delivered up whether such property is to be removed by the Lessee or to be left on the land.

14. Interest on all sums payable under this agreement which shall be in arrear shall run at the legal rate from the date when payment is due.

15. If at any time during the currency of the term hereby created the Lessee shall fail

to pay/

to pay the rent in the manner aforesaid and such rent shall remain unpaid for a period of sixty days or if the Lessee shall fail to observe or perform any of the provisions of this agreement the term hereby created shall be forfeited and the Lessor may forthwith re-enter upon the premises and thereafter possess the same as though this agreement had never been made.

Provided that :-

- (a) entry by the Lessor shall not affect the liability of the Lessee in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry,
- (b) The Lessor shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent unless notice of the breach has been served upon the Lessee and the Lessee during the period of three months from the date of notice has failed either to comply with the terms hereof, or to submit the matter to arbitration under clause 17 hereof. If the matter is so referred to arbitration by the Lessee and the Lessee fails to comply with the terms of the arbitrators' award within three months from the date hereof, the Lessor's right of re-entry shall be revived.

16. Upon the exercise of any right of re-entry for the non-payment of any rent reserved, or for failure to perform or fulfil any condition or agreement herein contained or implied, no compensation shall be due to the Lessee except in respect of any land taken from him for a public purpose under clause 10 hereof.

17. In the event of any dispute arising between the parties hereto as to any matter or thing arising out of this agreement or any matter

relative thereto such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Law for the time being in force in Palestine.

In witness whereof the said parties have hereunto set their hands the day and the year first above written.

Signed by the Lessor)
)
In the presence of)

Signed by the Lessee)
)
In the Presence of)

I hereby authenticate the signature of the Lessee and Lessor on the Deed, and certify that the Lessee and Lessor freely and voluntarily executed the deed and understand its contents.

DIRECTOR OF LANDS

This Deed was registered under Deed No.
on the day of in the Land
Registry of Town or Village, No.
Registration fees mils paid,
vide receipt No.

Registration of this deed does not
guarantee the title to the land therein referred
to.

REGISTRAR OF LANDS

Seal of Registry Office

SCHEDULE REFERRED TO IN SECTION ONE ABOVE.

<u>parcel</u>	<u>Area in Standard Dunums</u>	<u>Registration in Land Registry of Tulkarm.</u>
A	225.326	45/27 of 28.2.27
B	697.491	129/26 of 26.11.26
C	128.365	79/30 of 28. 1.30

THE WHOLE AREA HAS BEEN DELINEATED ON THE
ATTACHED PLAN, MARKED, A, B, AND C, AND OUTLINED
IN YELLOW.

CS File No L/51/31

COPY

Minute Sheet

54

A/Chief Secretary

(60)

There are a number of provisions in this proposed lease that I do not like at all, but I am not sure what form the draft lease is really intended at present to have. From ^{D.L's} ~~District Commissioner's~~ reference at the end of (55) to "adenda" slips, I gather the draft lease in the pink cover, bedizened with brilliant ornaments, is to be studied. Might not Director of Lands be asked in the first instance to incorporate the amendments now suggested, on due for inclusion? For example, we shall have a new High Commissioner in a few hours; the arithmetic in 2(b) makes too great a strain on the non-mathematical brain to be intelligible. Is there any reason, superstitions or other, why this draft lease omits the figure "3" in numbering the clauses? and might not the slip 8(a) be corrected, and 8(b) be cast in a more lucid form?

The new clause 17 defeats me entirely.

L.F.
17.11.

(61)

(1) Director of Lands

Please act in accordance with (60) and
~~give~~ any observations.

(Sgd) Max. Nurock
21st Nov.

53

D/Tul/106 - 6734

11 0 NOV 1931

Chief Secretary.

Subject :- Application for land for
afforestation at Um El
Khaled Nathaniah.

Reference:- Your letter No.L/51/31 of
the 13th of February, 1931.

The lease was duly submitted to the Bnei Binyamin Corporative Society, who have now asked that the terms of the lease should be modified in the following manner.

Paragraph 2. The rent should be reassessed every twenty five years instead of every ten. The Lessees consider that a reassessment every ten years make it difficult for them to find sub-lessees.

The proposal is not an unreasonable one and it is unlikely that the unimproved value of the land will increase rapidly. I therefore recommend its adoption.

Paragraph 4. The Lessees consider that the only obligation should be the notification to Government of the execution of sub-leases and that Government approval should not be required. Their argument is that a sub-lease requiring the subsequent approval of Government would not be acceptable to sub-lessees and would hamper the activities of the Society in developing the area.

I do not consider Government should agree to this proposal. The object of the clause is to give Government the power to exercise a veto in exceptional cases and obviously Government cannot part with this power for a hundred years.

Paragraph 8(a). The Lessees ask that the Chief Forest Officer should be required to notify the Lessees of the measures to be taken and that further they should only be asked to take reasonable measures not involving large sums of money.

The /

The Chief Forest Officer to whom I referred this question agreed on the understanding that reasonable measures mean measures commonly employed in this and other countries to reclaim Sand Drift. I recommend that the modifications should be accepted.

2. Paragraph 8(b). The Lessees asked that this sub-paragraph should be modified so that the Government right reserved therein should not become operative if the matter has been referred to arbitration.

The Chief Forest Officer agreed, and I recommend that the modification should be accepted.

Paragraph 13 and 14. The Lessees do not agree to the provisions requiring them to deliver up to Government all buildings, machinery etc. They maintain that they should be paid compensation for all such property at a valuation and desire that this should be extended also to fruit trees, and submit that provision is made for the payment of compensation on these lines in the leases granted to the Tel-Aviv Town Council and the Petach Tikvah Local Council in the year 1921.

It is true that the two leases in question do contain clauses requiring the payment by Government of such compensation, but for some years past the policy of Government has been not to agree to the payment of compensation on the expiration of long term leases and I see no reason why this policy should now be modified.

2. I enclose a draft copy of the lease. The proposed modifications are shown in red ink except in the case of paragraphs 8a and 8b where agenda slips have been inserted.

Sd/ M. DOUKHAN.

DIRECTOR OF LANDS.

N.

52
GOVERNMENT OF PALESTINE.

ALL COMMUNICATIONS TO BE ADDRESSED TO
DIRECTOR OF AGRICULTURE
AND FORESTS,
JERUSALEM.

DEPARTMENT OF AGRICULTURE,
FORESTS & FISHERIES,
AMERICAN COLONY,
JERUSALEM.

In your reply please quote

No. Agg. E/11/16-1311

Telephone :- No. 1022, JERUSALEM.

3-NOV-1931
9135 2nd November, 1931.
Subject :- Application for land for
afforestation at Um
Khaled Natanieh.

Reference :- Your D/TUL/106-6212 of
16th October, 1931.

Acting Director of Lands.

I have no objection to modification
in the sense described in para 2 of your letter
under reply.

H. L. M.
A/DIRECTOR OF AGRICULTURE
AND FORESTS.

MS.

L

51

GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote:—

D/Tul/106 -6574

1st Reminder

DEPARTMENT OF LANDS,

P.O.B. 356

JERUSALEM.

B1 OCT

To Director

Dept. of Agriculture.

Will you please reply to this Office Letter No. D/Tul/106-6212
dated 16th of October, 1931.

Subject:— Application for land for afforestation at Um Khalid Natania

(Sgd) Cecil L. Horton

Acting Director of Lands

50
D/TUL/106- 6212

10 OCT 1931

Director,
Dept. of Agriculture.

Subject:- Application for land for
afforestation at Um Khaled
Natanieh.

Reference:- Your letter No.F/11/16 of
the 8th of October, 1931.

The question of arbitration is governed
by Clause 18 of the lease which reads as follows:-

" In the event of any dispute arising
between the parties hereto as to any matter or
thing arising out of this agreement or any matter
relative thereto such dispute shall be referred to
Arbitration in accordance with the provisions of
the Arbitration Law for the time being in force in
Palestine".

2. The proposal made by Mr. Joseph
appears to be that in the event of a dispute arising
as to whether the lessee has failed to execute
operations required under clause 8(b) of the lease
and the matter referred to arbitration, then, pending
the result of arbitration, Government should not have
the right to carry out the operations at the cost
of the lessee.

3. I should be glad to learn whether
you agree to the modification of clause 8(b) on these
lines.

(Sd) Cecil L. Horton

ACTING DIRECTOR OF LANDS.

B+F 29/10
N.

GOVERNMENT OF PALESTINE.

49

ALL COMMUNICATIONS TO BE ADDRESSED TO
DIRECTOR OF AGRICULTURE
AND FORESTS,
JERUSALEM.

DEPARTMENT OF AGRICULTURE,
FORESTS & FISHERIES,
AMERICAN COLONY,
JERUSALEM.

In your reply please quote:

No. Ag/

F/11/16.-1165

Telephone:-No. 1022, JERUSALEM.

11 OCT 1931

5492

8th October, 1931.
Subject :- Application for land for
afforestation at Um Khaled
Nataniah.

Reference:- Your D/TUL/106-5779 dated
17th September, 1931.

ACTING DIRECTOR OF LANDS.

8(a) I agree that the Chief Forest Officer
should be required to notify the Lessees of the
measures they are to take.

8(b) I am unable to advise regarding the
proposed modification to 8(b) as I am not aware of
the extent to which the clauses of the proposed
lease are to be matter for arbitration.

If "reasonable" measures are taken to
mean measures commonly employed in this and other
countries to reclaim sand-drift, I should have no
objection to the inclusion of the word "reasonable".

H. L. M.

ACTING DIRECTOR OF AGRICULTURE
AND FORESTS.

MS.

48

10 OCT 1931

D/Tul/106 - 6059

Director,

Dept. of Agriculture.

D/Tul/106

17th September, 1391.

Application for land for afforestation at Um Khaleed Nat anial

[Handwritten signature]

(Sgt) Cecil E. Horton

Director,
Dept. of Agriculture.

Subject:- Application for land
for afforestation at
Um Khaled Nataniah.

Reference:- Your letter No.F/11/16
of the 15th of Sept.1930.

The prospective Lessees have now asked that clause 8(a) and (b) regarding the arresting of Sand Drift should be modified. The clause as drafted reads as follows:-

"8 (a) The Lessee agrees that where operations carried out by him do not have the effect of arresting sand drift he shall take such measures as in the opinion of the Chief Forest Officer are necessary to arrest the said sand drift.

(b) The Lessor reserves the right to cause such operations to be carried out by the Government at the cost of the Lessee should the Lessee fail to execute any operation in the manner and within the period specified to the satisfaction of the Chief Forest Officer and the Lessee agrees to pay such costs on demand",

and the following is the observation submitted by Mr. Bernard Joseph the advocate of the Lessee:-

"Paragraph 8(a) and (b)

Provision should be made requiring the Chief Forest Officer to notify the Lessees of the measures it is desired that they take. Moreover the Lessees should only be required to take reasonable measures not involving the expenditure of large sums of money otherwise they may be called upon by the Chief Forest Officer to erect concrete walls at a cost of hundreds of pounds".

paragraph/.....

"Paragraph 8(b) should be modified so that the Government's right should not become operative if the matter should have been submitted to arbitration in accordance with the terms of the lease".

2. I should be glad to learn your views as to the proposed modifications

11/10
S. M. DOUKHAN.

ACTING DIRECTOR OF LANDS.

N.

Reference Mr. Joseph's letter concerning the proposed lease of the Sand Dunes near Nathania.

-----00X00-----

1. (paragraph 2)

The proposal is not unreasonable, especially as the lease is for 99 years. It is unlikely that the unimproved value of the land will improve very rapidly.

2. (paragraph 4)

We should not agree. The object of the clause is to give Government the power to exercise a veto, but only in exceptional cases, and Government cannot part with that power for a hundred years.

3 (paragraph 8(a) and 8(b)

This is the standard form and should not be modified unless the concurrence of the Director Department of Agriculture is obtained.

With regard to 8(b) it may be necessary to have certain works carried out immediately and Government should not agree to its rights under this sub-clause being restricted.

4. (paragraphs 13 and 14).

This is the standard form and cannot be varied unless the Chief Secretary agrees.

? First get the views of the Director, Department of Agriculture on 8(a) (b) and then submit to Chief Secretary.

BERNARD JOSEPH
BARRISTER-AT-LAW
ADVOCATE

ד"ר ברנרד יוסף
עורך

24-28 במרתף המרכזי שדרת
המלך
מספר הבית 750 תלפון 696



ד"ר ברנרד יוסף
עורך

24-28 בנין מרכזי רחוב יפו

ירושלים

ת.ד. 750 תלפון 696

JERUSALEM August 16th, 1931.

Director of Lands,
Jerusalem.

Sir,

Re. Bne Benjamin Lease

I have the honour on behalf of my clients the
Heclai Hazair Bnei Benjamin Cooperative Society Ltd.
to make the following observations regarding the draft
lease between the Government and my clients prepared
by your department.

1. Para.2. My clients desire that the rent be
fixed at the amount agreed for 25 years and be
re-assessed in the manner indicated in the lease every
25 years instead of every 10 years. I am instructed
that this procedure was followed in the case of the
lease between the Government and the Petach Tikvah
inhabitants relating to the Bassa and also in the case
of a lease between the Government and the Township of
Tel-Aviv, the assessment period was fixed at 35 years.
My clients submit that such a provision would make it
exceedingly difficult for them on this basis to find
persons to take sub-leases of parcels of the land and

in this manner to assist in the development of the leased area.

2. Para.4. It is submitted that the only obligation of the Lessee should be to notify the Government of the execution of sub-leases of parcels of land but that it should not be necessary to obtain approval of sub-lessees, as this would mean making every sub-lease conditional upon approval being obtained and such a form of sub-lease would not be acceptable to lessees and would hamper the free development of the area in question.

3. Para.8(a) & 8(b). Provision should be made requiring the Chief Forest Officer to notify the Lessees of the measures it is desired that they take. Moreover the Lessees should only be required to take reasonable measures not involving the expenditure of large sums of money otherwise they may be called upon by the Chief Forest Officer to erect concrete walls at a cost of hundreds of pounds.

Paragraph 8(b) should be modified so that the Government's rights should not become operative if the matter should have been submitted to arbitration in accordance with the terms of the lease.

4. Paras.13 & 14. My clients object to the provision requiring them to make a gift to the Government of buildings, machinery, engines and pipes which they may erect on the premises. They consider that the cost for such property should be paid for on the expiry of the lease at a price fixed by valuation and that this should be the case also with regard to fruit-trees. This also was the practice followed in the case of the two leases cited above. The provision that they should not be entitled to compensation in respect of any such property^{is} in their submission inequitable.

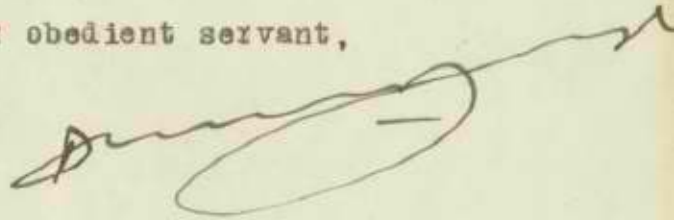
3.

I should be grateful to receive your early reply to these observations.

I have the honour to be

Sir,

Your obedient servant,

A handwritten signature in black ink, featuring a large, stylized 'S' or 'J' followed by a horizontal line and a large loop.

BJ/RG

34-36 CENTRAL BUILDING,
JAPPA ROAD, JERUSALEM.

BERNARD JOSEPH
BARRISTER-AT-LAW
ADVOCATE

44

O. B. 750 TELEPHONE 696
TELEGRAMS: "BEEJOSEPH"

ד"ר ברנרד יוסף

מחמי

٢٤-٣٨ بمارة المركزية شارع يافا

القدس

صندوق البريد ٧٥٠ تلفون ٦٩٦

ד"ר ברנרד יוסף

עורדין

24-25 בנין מרכזי רחוב יפו

ירושלים

תלמון 696

תי די 750



JERUSALEM August 26th, 1931.

Director of Lands,
Jerusalem.

Sir,

I have the honour to enclose herewith copy of letter sent
by me to you on the 16th day of August, 1931.

I have the honour to be

Sir,

Your obedient servant,

/RG

44a

August 16th, 1931.

Director of Lands,
Jerusalem.

Sir,

Re. Bne Benyamin Lease

I have the honour on behalf of my clients the Heclai Hazair Bnei Benyamin Cooperative Society Ltd. to make the following observations regarding the draft lease between the Government and my clients prepared by your department.

1. Para.2 My clients desire that the rent be fixed at the amount agreed for 25 years and be re-assessed in the manner indicated in the lease every 25 years instead of every 10 years. I am instructed that this procedure was followed in the case of the lease between the Government and the Petach Tikvah inhabitants relating to the Bassa and also in the case of a lease between the Government and the Township of Tel-Aviv, the assessment period was fixed at 35 years. My clients submit that such a provision would make it exceedingly difficult for them on this basis to find persons to take sub-leases of parcels of the land and in this manner to assist in the development of the leased area.

2. Para.4 It is submitted that the only obligation of the Lessee should be to notify the Government of the execution of sub-leases of parcels of land but that it should not be necessary

to obtain approval of sub-lessees, as this would mean making every sub-lease conditional upon approval being obtained and such a form of sub-lease would not be acceptable to lessees and would hamper the free development of the area in question.

3. Para. 8(a) & 8(b). Provision should be made requiring the Chief Forest Officer to notify the Lessees of the measures it is desired that they take. Moreover the Lessees should only be required to take reasonable measures not involving the expenditure of large sums of money otherwise they may be called upon by the Chief Forest Officer to erect concrete walls at a cost of hundreds of pounds.

Paragraph 8(b) should be modified so that the Government's rights should not become operative if the matter should have been submitted to arbitration in accordance with the terms of the lease.

4. Paras. 13 & 14. My clients object to the provision requiring them to make a gift to the Government of buildings, machinery, engines and pipes which they may erect on the premises. They consider that the cost for such property should be paid for on the expiry of the lease at a price fixed by valuation and that this should be the case also with regard to ~~the~~ fruit-trees. This also was the practice followed in the case of the two leases cited above. The provision that they should not be entitled to compensation in respect of any such property ~~is~~ in their submission inequitable.

I should be grateful to receive your early reply to these observations.

I have the honour to be

Sir,

Your obedient servant,

Sgd. Dr. Bernard Joseph

to obtain approval of the Board, as this would mean making
every individual responsible upon approval of the Board and
also a full and complete audit and the responsibility to the
Board would be the responsibility of the Board in question.

3. ~~Section 101~~ Provision should be made regarding

the right of the Board to make the decision of the members
it is desired that they take. However, the Board should only
be required to take decisions on matters not involving the
rights of the members and the Board should have the right
to take decisions on matters which are not
of the nature of the Board.

It is suggested that the Board should be made responsible
for the Board and the Board should have the right
to make decisions on matters which are not of the nature
of the Board.

4. ~~Section 102~~ It should be provided that

the Board should have the right to make decisions on matters
which are not of the nature of the Board. The Board
should have the right to make decisions on matters which
are not of the nature of the Board. The Board should
have the right to make decisions on matters which are
not of the nature of the Board. The Board should have
the right to make decisions on matters which are not
of the nature of the Board. The Board should have the
right to make decisions on matters which are not of the
nature of the Board. The Board should have the right
to make decisions on matters which are not of the nature
of the Board. The Board should have the right to make
decisions on matters which are not of the nature of the
Board. The Board should have the right to make decisions
on matters which are not of the nature of the Board.

Respectfully,

I have the honor to be,
Sir,
Your obedient servant,
W. J. Howard Brown

28th May, 1931.

Aude MarieUnkhalie loanRobsonia

Mr. Bernard Joseph called on the 28th of May, 1931, and stated that the Lessees now desired to obtain part or whole of the land on payment of Bedl El Misl. He also stated that he considered that the areas of the roads to be constructed should be excluded from the lease.

He promised to send a letter on these lines and in the meantime the draft lease will be retained in this office.



17th June, 1931.

Mr. Joseph Bernard called to see me with regard to the draft lease he told me he was going to submit new proposals and asked me to wait a few days.

Def. 23/6 noted

The representative called to day after a general discussion I gave them a copy of the agreement. They are going to consider it & submit their observations at a later date.

22.7.

100



100

100

100

100

100

100

100

41
D/Tul/106 - 3789

17th June, 1931.

Registrar of Lands,
Tul Karm.

Subject:- State Domain
land of Um Khalid.

Reference:- Your letter No. 212/29
of the 23rd of March, 1931.

Your files No. 212/29, 65/26
and 64/26 are returned herewith.

2.
receipt.

Would you please acknowledge

ACTING DIRECTOR OF LANDS.

TLR/212/29-295

Registrar of Lands,
Tul-Karem.
23rd March, 1931.

Director of Lands,
Jerusalem.

25 MAR 1931

2742

Subject :- State Domain - land of
Um-Khalid.

Reference :- Your letter No. D/Tul/106 -
1918 of 21.3.31.

The registration of the State Domain lands as well as other lands in Um-Khlid village has been effected in the registers in accordance with the plans forwarded to you under covering of my letter No. TLR/212/31 - 253 of 17.3.31 and No. TLR/65/26 - 282 of 22.3.31. However, the original plans together with their respective files Nos. 212/29, 64/26 and 65/26 are submitted herewith.

2. Kindly return the files with their respective plans in due course, please.

IJ/AS.


REGISTRAR OF LANDS.

copy to :- File No 64/26 +
 " " 65/26 -

2

TLR/212/29-

Registrar of Lands
Tul-Karem.
23rd March, 1931.

Director of Lands,
Jerusalem.

25 MAR. 1931

Subject :- State Domain - land of
Um-Khaled.

2741

Reference:-Your letter No. D/Tul/166-
1918 of 21st March, 1931.

The registration of the State Domain lands as well as other lands in Um-Khaled Village has been effected in the registers in accordance with the plans forwarded to you under covering of my letter No. TLR/212/31 -253 of 17.3.31 and No. TLR/65/26-282 of 22.3.31. However, the original plans together with their respective files No. 212/31, 64/26 and 65/26 are submitted herewith.

2. Kindly return the files with their respective plans in due course, please.


REGISTRAR OF LANDS.

Copy to :- File No. 64/26

" " 65/26 ✓

38

2/Tul/106
25 MAR 1931
2743

25 MAR 1931
2743

Reference:-Your letter No. D/Tul/106-1918 of 21st March, 1931.

2. Kindly return the files with their respective plans in due course, please.

Copy to :- File N^o 64/26
65/26

37

TLR/65/26-282

Registrar of Lands,
Tul-Karem.
22nd March, 1931.

Director of Lands,

Jerusalem.

23 MAR. 1931
9665

Subject :- State Domain - Land of
Um-Khalid.

Reference :- Your letter No. D/Tul/
106 - 1492 of 3.3.931.

The plan referred to in my letter
NO. TLR/212/29 - 250 of 17/3/31 has just
been received from the surveyor and is
submitted herewith as requested, please.

IJ/AS.

Loam
REGISTRAR OF LANDS.

F.A.
GOV



36

D/Tul/106 - 1918

21st
20th March, 1931.

Registrar of Lands,
Tulkeram.

Subject:- State Domain -
land of Um Khalid.

Reference:- Your letter No. 212/29
of the 17th of March, 1931.

The plans transmitted with your above
quoted letter are returned herewith. What
is required are plans suitable for registra-
tion purposes. If such plans are not
available, the surveyor should be instructed
to carry out such a survey forthwith.

(Sgd) Cecil E. Horton.

DIRECTOR OF LANDS.

TLR/212/29-253

Registrar of Lands,
Tul-Karem.
17th March, 1931.

Director of Lands,
Jerusalem.

19 MAR 1931
25 36

Subject :- State Domain - Land of Um-Khalid.

Reference :- Your letter No. D/Tul/106 - 1492
of 3.3.931.

With reference to your letter quoted above, I beg to submit herewith a copy of plan No. 2/77 enclosed in file No. 212/29 for State Domain Plot No. I (128 Donums and 365 Metres) and copy of the plan enclosed in file No. 64/26 of Plots Nos. 1, 4 and 3 (758 Donums and 1152.40 Sq. Pics).

2. The plan for Plot No. V (245 Donums and 170.25 Sq. Pics) is found in file No. 65/26 in one copy only so that the file has been referred to the Surveyor attached to this office for preparation of another copy which will be forwarded to you as soon as it is completed, please.

L

AS.

REGISTRAR OF LANDS.

Copy to file no. 64/26.
" " 65/26.

34

D/Tul/106 -1849.

12th March, 1931.

Registrar of Lands,
Tulkeram.

D/Tul/106

3rd March, 1931.

State Domain land Um Khaled.

(Sgd) Cecil L. Horton

9-11

1 & 2B with other enclosures are in respect
of the original site.

38 belong to the original site

46 with enclosures

41

or

43

or

44

45

45

47

48

50

51

52

53

The gross amount of Rural Property Tax payable in Sub-District for the financial year 19 /19 , is:-

Village or Tribe.	Total Assessment.	
	Land. LP. ms	Industrial Buildings. LP. ms
Total:		

Date:

DISTRICT OFFICER, Sub-District,

Mr. Hambro

The C.C. wants that the following
folios be taken out of this file

as they belong to the original site

1

2B with enclosures

38

40

41

43

44

45

45A

47

48

50

51

52

53

file 5.6.37

a new file number for the entire site
will be ~~also~~ given by the C.C.

APPENDIX VII.

RURAL PROPERTY TAX ORDINANCE, 1935.

Summary Statement of tax payable
in _____ Sub-District.

(Adm. Insts. 149 and 166)

Treasurer.

Auditor.

District Commissioner,

District.

Commissioner for Lands & Surveys.

The gross amount of Rural Property

Tax payable in Sub-District for

the financial year 19/19, is:-

Village or Tribe.	Total Assessment.	
	Land. LP. m/s	Industrial Buildings. LP. m/s
Total:		

Date:

DISTRICT OFFICER, Sub-District.

33

D/Tul/106-4492

URGENT

3rd

2nd March, 1931.

Registrar of Lands,
Tulkeram.

Subject:- State Domain
land Um Khaled.

Reference:- Your LTR/212/29
of 16.3.30.

I should be glad if you would forward to me as early as possible the tracings of the plan on the basis of which the three State Domains at Um Khaled were registered.

(Sgd) Cecil L. Horton

18.3
DIRECTOR OF LANDS.

Telephoned R.P. 17.3.31. Two of the plans are being sent today & the other will be forwarded tomorrow.
2nd Lt. R.P. 17/3.

Any reply should be addressed to
THE CHIEF SECRETARY,
GOVERNMENT OFFICES,
JERUSALEM.

and should quote

No. L/51/31.

SECRETARIAT,

GOVERNMENT OFFICES,

JERUSALEM.

14 FEB 1931

1927

February, 1931.

Director of Lands.

Subject:- Application for land for
afforestation at Um El Khaled
Nathaniah.

Reference:- Your letter No.D/Tul/106-406 of
the 16th January, 1931.

I am directed to express agreement
with the proposal that Section 2(c) should be deleted
from the proposed agreement of lease with the Bnei
Benjamin Cooperative Society for afforestation at
Nathaniah.

It is agreed that the individual
valuation of sites of houses would be onerous and
that revision of rent every 10 years should suffice.

I am to point out that in view of
Section 21 of the Commutation of Tithes Ordinance,
1927, if land was previously subject to tithe, it
would seem that Badl Usher would be collected when
the land is built upon.

I am to say that the Director of
Agriculture considers that owing to the difficulties
of sand dune reclamation 10 years might be adopted
instead of 8 in clause 7 of the lease.

You may proceed now to conclude the
lease.

Handwritten signature
for CHIEF SECRETARY.

Copy to: Director of Agriculture and Forests.

D/Tal/106 - 406

31
16th January, 1931.

Chief Secretary

Subject:- Application for land
for afforestation at Um
El Khaled Nathaniah.

Reference:- Your letter No. 2824/29
of the 14th of October, 1930.

I return herewith the draft lease with
the Heclai Hazair Bnei Benjamin Cooperative
Society, Limited. It is regretted that by
error an incorrect copy of the lease was for-
warded with my earlier letter.

2. On reconsideration of the question
of the separate assessment of rent for any
land built upon, I have come to the conclusion
that, as it is not the object of the Lessees
to establish a quarter, but to construct
isolated houses on the various parcels leased
as farms, there would be no advantage to
Government in requiring the payment of separate
rents, in respect of the sites built upon.
The diminution in tithes would be small and the
cost of annual inspection and assessment would
be more than the revenue thus forfeited.
I would suggest, therefore, that Section 2 (c)
should be deleted from the agreement.

Sd/- M. DOUGHERTY

DIRECTOR OF LANDS.

T

When this job is
revised, the papers
won't putty in
order of date

12/1



Any reply should be addressed to
THE CHIEF SECRETARY,
GOVERNMENT OFFICES,
JERUSALEM.

and should quote

No. 2824/29

30
SECRETARIAT, -

GOVERNMENT OFFICES,
JERUSALEM.

15 OCT. 1930
8009

14 October, 1930.

Director of Lands.

Subject : Application for land for
afforestation at Um El
Khaled Nathaniah.

Reference: Your D/Tul/106-7014 dated
the 9th October, 1930.

I am directed to return herewith the
draft lease which accompanied your letter.

It should be faired anew, after revision as indicated by amendments or queries in ink suggested by the Secretariat.

2. Care should be taken to present drafts for consideration by Government in form free from casual orthographic and grammatical errors; punctuation should be more frequent; and internal references accurate.

Le as Bureau

CHIEF SECRETARY.

1657

**DIRECTOR OF AGRICULTURE
AND FORESTS,
JERUSALEM.**

AMERICAN COLONY.

Tel Aviv — No. 1022, JERUSALEM.

JOURNALISM

Subject Application for land for
afforestation at Um-Khaled-
Nataniah.

DIRECTOR OF LANDS.

It is suggested that the words " and for the irrigation of the Sand Dunes " in clause (1) should be omitted, as afforestation schemes on Sand Dunes do not require irrigation.

李鴻章

DIRECTOR OF
AGRICULTURE & FORESTS.

1. *Adiantum*
 2. *Adiantum*
 3. *Adiantum*
 4. *Adiantum*
 5. *Adiantum*
 6. *Adiantum*
 7. *Adiantum*
 8. *Adiantum*
 9. *Adiantum*
 10. *Adiantum*
 11. *Adiantum*
 12. *Adiantum*
 13. *Adiantum*
 14. *Adiantum*
 15. *Adiantum*
 16. *Adiantum*
 17. *Adiantum*
 18. *Adiantum*
 19. *Adiantum*
 20. *Adiantum*
 21. *Adiantum*
 22. *Adiantum*
 23. *Adiantum*
 24. *Adiantum*
 25. *Adiantum*
 26. *Adiantum*
 27. *Adiantum*
 28. *Adiantum*
 29. *Adiantum*
 30. *Adiantum*
 31. *Adiantum*
 32. *Adiantum*
 33. *Adiantum*
 34. *Adiantum*
 35. *Adiantum*
 36. *Adiantum*
 37. *Adiantum*
 38. *Adiantum*
 39. *Adiantum*
 40. *Adiantum*
 41. *Adiantum*
 42. *Adiantum*
 43. *Adiantum*
 44. *Adiantum*
 45. *Adiantum*
 46. *Adiantum*
 47. *Adiantum*
 48. *Adiantum*
 49. *Adiantum*
 50. *Adiantum*
 51. *Adiantum*
 52. *Adiantum*
 53. *Adiantum*
 54. *Adiantum*
 55. *Adiantum*
 56. *Adiantum*
 57. *Adiantum*
 58. *Adiantum*
 59. *Adiantum*
 60. *Adiantum*
 61. *Adiantum*
 62. *Adiantum*
 63. *Adiantum*
 64. *Adiantum*
 65. *Adiantum*
 66. *Adiantum*
 67. *Adiantum*
 68. *Adiantum*
 69. *Adiantum*
 70. *Adiantum*
 71. *Adiantum*
 72. *Adiantum*
 73. *Adiantum*
 74. *Adiantum*
 75. *Adiantum*
 76. *Adiantum*
 77. *Adiantum*
 78. *Adiantum*
 79. *Adiantum*
 80. *Adiantum*
 81. *Adiantum*
 82. *Adiantum*
 83. *Adiantum*
 84. *Adiantum*
 85. *Adiantum*
 86. *Adiantum*
 87. *Adiantum*
 88. *Adiantum*
 89. *Adiantum*
 90. *Adiantum*
 91. *Adiantum*
 92. *Adiantum*
 93. *Adiantum*
 94. *Adiantum*
 95. *Adiantum*
 96. *Adiantum*
 97. *Adiantum*
 98. *Adiantum*
 99. *Adiantum*
 100. *Adiantum*



AN AGREEMENT MADE THIS

28
day of

one thousand nine hundred and between His Excellency
Sir John Robert Chancellor G.C.M.G., G.C.V.O., D.S.O.,
High Commissioner for Palestine for and on behalf of the
Government of Palestine (hereinafter called 'The Lessor') of
the one part and the Haclai Hazair Bnei Benjamin Cooperative
Society, Limited, a cooperative society duly registered under the
Laws of Palestine (hereinafter called "The Lessee) of the other
part.

WHEREBY IT IS AGREED AS FOLLOWS:-

1. The Lessor agrees to let and the Lessee agrees to take
on lease, for the purpose of afforestation, and erection of
dwelling houses and/or such other development or use as the
Lessor may from time to time approve, ^{on writing} all that area of land des-
cribed in the schedule attached hereto for the term of ninety
nine years from the date hereof.

2(a) The Lessee shall, during the first ten years of the term
hereby created, pay to the Lessor an annual rental of fifty
Palestine mils per dunum payable in advance on or before the
first day of in each year, the first of such payments to be
made on the execution of ^{! After Agreement} ~~these presents.~~ ^{hereof.}

¹⁰ (b) For each subsequent period of ^{ten} ~~10~~ years and for the last
period of ^{nine} ~~9~~ years of the term created, the annual rent shall be a sum
calculated at the rate of five pounds per centum on the unimproved
capital value of the land at the end of the tenth, twentieth, thirt-
ieth, ~~fortieth~~, fiftieth, sixtieth, seventieth, eightieth and nine-
tieth years respectively of the term hereby created. The said value
shall be determined by agreement/by arbitration as herein pres-
cribed, provided always ~~that~~ such value shall not be greater than
the unimproved value of the similar lands in the neighbourhood,

and/....

and that the extent to which the value of the land hereby demised may have been increased by expenditure made by the lessee or its agents, servants or nominees, or as a result of or in consequence of such expenditure on the said lands, shall not be taken into account when calculating the said value.

!! (c) If at any time during the term of the lease hereby created ^{and} the part of the land demised ~~which consists or more or less consolated sand stone and which is marked in green on the plan attached hereto~~ is used by the lessee for the erection of a village, the annual rent of the area so used shall be separately assessed at the rate of per centum on the unimproved value of the land, for such purpose at the date of the ^{thereafter} building has been built and shall be assessed by agreement between the parties hereto, or in default of such agreement by arbitration as herein prescribed, provided that such value shall not be greater than the value of land in the neighbourhood used for similar purposes. The Lessee shall be entitled to a reduction of rent on the remainder of the land demised proportionate to the reduced area of the land consequent upon the separate assessment of the portion of the land occupied by the village or town or industrial quarter.

77
Not to be
included
in the
rent.
K.S.

The rent hereby reserved shall be paid in addition to any taxes, rates, tithes or other assessments or charges from time to time imposed by the Government or any authority in conformity with any general law upon the land hereby demised or upon the profits of any undertaking carried on upon the said land.

4. The Lessee shall not, without the consent of the Lessor first obtained, assign, mortgage or otherwise dispose of

his/.....

his interest in the said land provided that such consent shall not be unreasonably withheld and provided further that the lessee shall be entitled to sub-let parcels or plots of the said land subject to the following conditions: The lessee shall submit to the Lessor for his approval all such sub-leases as shall be entered into immediately upon their execution and such leases shall not become operative until 30 days after the date of their receipt by the Lessor who shall be entitled to withhold his consent to any such sub-lease.

! but not unreasonably

5. The lessee shall within 3 months from the date hereof at his own cost cause a survey of the land hereby demised to be made and shall furnish the lessor with a copy of the plan of such land, and shall further erect and maintain on the boundaries of the ^{said} land permanent boundary marks of a kind and number and in such places as shall be approved by the lessor.

6. The lessee shall submit to the lessor within 3 months from the date hereof a general scheme for the afforestation of the land hereby demised, and ~~for the irrigation of the sand dunes.~~ The lessor shall notify his approval or disapproval of or objection to the scheme within three months after it is submitted to him, and the lessee shall be subject to the like approval or disapproval. If the Lessor shall not approve such amended scheme within the time aforesaid a dispute shall be deemed to have arisen which shall be determined by arbitration in manner provided in clause 18 hereof.

7. The lessee hereby undertakes to execute all such works as shall be reasonably necessary for the afforestation

of the land and of the arrestation of the sand drift in accordance with the approved general scheme as hereinbefore set out within ^{eight} 8 years from the date of approval ^{that} of the general scheme by the Lessor. PROVIDED ^{that} he shall not, save with the previous consent of the Lessor, divert any watercourse or obstruct or interfere with the free use of water by persons who have hitherto enjoyed it or the free flow of water to adjacent lands without hitherto received such water. ??

8. The Lessee agrees that where operations carried out by him do not have the effect of arresting sand drift he shall take such measures as in the opinion of the Chief Forest Officer are necessary to arrest the said sand drift.

The Lessor reserves the right to cause such operations to be carried out by the Government at the cost of the Lessee should the Lessee fail to execute any operation in the manner and within the period specified to the satisfaction of the Chief Forest Officer and the Lessee agrees to pay such cost on demand.

9. The Lessee hereby agrees that there shall be excluded from the lands hereby demised all public roads, paths or highways existing thereon at the date hereof together with an area on the sea-shore of a width not exceeding sixty metres from high water-mark.

STANDARD

of the land and of the operation of the same shall

be accordance with the approved general scheme in relation

before not within 12 years from the date of approval

of the general scheme by the Council. The Council shall not

exercise the power conferred on it by the Council without any

agreement in writing of or intention with the use of

water by means of the works referred to in the scheme

of water in relation to the land and the works referred to in

the scheme.

21. The Council may do such other or further things

as may be necessary to give effect to the scheme and shall

be deemed to have done so if it has done so in relation to the

works referred to in the scheme.

The Council may do such other or further things

as may be necessary to give effect to the scheme and shall

be deemed to have done so if it has done so in relation to the

works referred to in the scheme.

The Council may do such other or further things

as may be necessary to give effect to the scheme and shall

be deemed to have done so if it has done so in relation to the

works referred to in the scheme.

The Council may do such other or further things

as may be necessary to give effect to the scheme and shall

be deemed to have done so if it has done so in relation to the

works referred to in the scheme.

The Council may do such other or further things

as may be necessary to give effect to the scheme and shall

be deemed to have done so if it has done so in relation to the

works referred to in the scheme.

The Council may do such other or further things

11. Nothing in this Agreement shall confer on the Lessee any right to antiquities or to minerals found on or below the surface of the land hereby demised or to work any mines therein, but such mines, minerals and antiquities shall in all cases be and remain the exclusive property of the Lessor, and the Lessor or persons authorised by him shall at all times have the right of access to the said land, PROVIDED ALWAYS that the Lessee may, subject to such Ordinances, Regulations or Laws as may from time to time be in force, occupy, use and work any existing stone quarries and any stone and beds of stone and open, sink, drive, make, set up and work new stone quarries and open the said land or any part thereof and get, work, sell and carry away the stone lying in, upon or under the same.

12. Nothing in this agreement shall affect or derogate from the right of the Lessor at any time after reasonable notice in writing to take or resume any part of the land hereby demised for the purpose of constructing, widening, improving or reconstructing any public roads or any railway or electrical transmission line or other public work whether undertaken by the Lessor or by a concessionaire of the Government of Palestine.

13. The Lessee shall be entitled to a reduction of rent proportionate to the reduced area of the land consequent upon the Lessor so taking or resuming any part of the land hereby demised or constructing or carrying out any public road or other public work. Provided that if the resumption involves the destruction or removal of any building or of any permanent work of improvement erected or constructed by the Lessee upon the land so resumed, the Lessee shall be entitled

to/

A

1870

to compensation in respect of any such building or work of permanent improvement. The compensation shall be fixed in default of agreement, by arbitration as provided in clause ¹³ 14 hereof.

¹³ 14. On the expiry or sooner determination of this Agreement the Lessee shall deliver up to the Lessor the said lands together with all buildings, erections or other fixed improvements standing or being thereon.

¹⁴ 15. Interests on all sums payable under this Agreement which shall be in arrear shall be at the legal rate from the date when such become payable.

¹⁵ 16. If at any time during the currency of the term hereby created the Lessee shall fail to pay the rent in manner aforesaid and such rent shall remain unpaid for a period of sixty-~~(60)~~ days or if the Lessee shall fail to observe or perform any of the terms of this Agreement the term hereby created shall be forfeited and ^{the} Lessor may forthwith re-enter upon the said premises and thereafter possess the same as though this Agreement had never been made, Provided that :-

(a) entry by the Lessor shall not affect the liability of the Lessee in respect of any obligation for non-payment of rent or non-observance of any of the terms of this Agreement to which he may be subject at the date of such re-entry;

(b) The Lessor shall not re-enter upon the premises for a breach of any term of this Agreement other than non-payment of rent unless notice of the breach has been served upon the Lessee and the Lessee during the period of three ~~(3)~~ months from the /

SCHEDULE REFERRED TO IN SECTION
ONE ABOVE.

-----ooXoo-----

Parcel	Area in Standard Dunums.	Registration in Land Reg- istry of Tul- keram.
A	225.526	45/27 of 28.2.27
B	697.491	199/26 of 26.11.26
C	128.365	79/30 of 28.1.30.

THE WHOLE AREA HAS BEEN DELINIATED ON THE
ATTACHED PLAN, MARKED A,B,AND C, and OUTLINED IN
YELLOW.

27

D/Tul /106-7014

9th October, 1930.

Chief Secretary.

Subject:- Application for land for
afforestation at Um El Khaled
Nathaniah.

Reference:- Your letter No.2624/29 of the
6th of May, 1930.

I enclose herewith for your consideration a draft of the lease to be entered into with the Haclai Hazair Bnei Benjamin Cooperative Society, Limited. It will be noticed that the term of the lease has been extended to 99 years. This was done at the request of the Cooperative Society. The Director, Department of Agriculture, has no objection to such an extension.

2. The conditions set out in paragraph 3 of my letter dated the 15th of April, 1930 have been embodied in the draft lease, and the Director, Department of Agriculture, has approved the clauses governing afforestation and the arrestation of the said drift.

3. The Geological Adviser has now informed me that there is no stone of a quality that can be used normally for building purposes, but I have retained in the lease a general clause with regard to the payment of rent for any area built upon, omitting any reference to cliff lands.

4. The main object of the Society is to sub-lease parts of the area demised to members of the co-operative. The necessary provision for this is made in clause 4.

Sgd. J. H. Stubbs

DIRECTOR OF LANDS.

RECORD & COST SHEET.

SURVEY WORK PERFORMED FOR TRANSACTIONS IN LAND REGISTRY

Surveyor _____ Surveyor's Plan No. _____

L.R. Transaction No. *D/Cul/106.* Survey Dept. No. _____ (*)Applicant *Gent. of Palestine.* Area _____ (*)

Date of Application for Survey _____

16378-406-4335-B.M.P.

	Nature of Work	Dates		Time taken in hrs	Surveyor's or Draughtsman's Initials
		Commenced	Completed		
L.R. Surveyors.	<i>Tracing.</i>	<i>6.9.30</i>	<i>6.9.30</i>	<i>2.00</i>	<i>R.R.</i>
Survey H. Qrs.	(*)	(*)	(*)	(*)	(*)
(*) TOTAL TIME Hrs _____					
(*) Total Survey Fees Mils _____					

Registrar of Lands,

Passed for collection of Survey Fee.

Date _____

DIRECTOR OF SURVEYS,

* To be filled in at Survey HQrs.

Any reply should be addressed to
The DIRECTOR OF PUBLIC WORKS
P. O. B. 585.
Telegram: "WORKS JERUSALEM."
Telephone: No. 481, Jerusalem.

In reply please quote

37/15

26
GOVERNMENT OF PALESTINE,
PUBLIC WORKS DEPARTMENT,

JERUSALEM.

2 OCT 1930
8067
1st. October, 1930.

Director,
Department of Lands.

Subject:- Application for land
----- for afforestation at
Um-Khaled, Nathaniah.

Reference:- Your D/Tul/106-6180
----- of 7-9-30.

I attach a memorandum on the general character of the sandstone area along the coastal ridge from Jaffa to Nahr Eskandran. I cannot say that there is any marked difference between this area and that north of Jaffa. I am of the opinion that the stone existing is not of a quality that can be used for normal building purposes. At Um-Khaled, most of the houses that have been built of this stone are plastered over.

This stone cannot be compared to that existing between Benjamina and Haifa. The sandstone is in many places imperfectly consolidated and cannot be used, as at Tanturah, for building purposes. That consolidation is taking place is evident from the exposed rock areas and tests have apparently been made as to whether such stone could be used for building purposes with negative results. The prospects of finding a good stone or opening up a quarry for suitable stones for building purposes, appears unlikely.

J. Blah.
GEOLOGICAL ADVISER

1st. October, 1930.

The Coastal Ridge between
Jaffa & Benjaminia.

Between Jaffa and Benjaminia the coastal ridge is between five and six kilometres in width. Its continuity is broken where the Anja, Nak el Falik (Rana'an) and the Nak Eskandrahli have cut their way through. The maximum height of the ridge is a little over 40 metres. East of the ridge, the surface drops to between 20 and 30 metres, beyond which there is a gradual rise up to 60 or 80 metres height, which again eastwards towards the foot hills, is followed by lower land in which the drainage goes north and south.

Although often classed as sand dunes, the ridge consists mostly of soft sandstone with occasional banks or a thin covering of sand. The cliffs north of Tel-Aviv consist of moderately consolidated sandstones which show irregular bedding planes characteristic of sand dune formation. There is much loose sand with the stone which easily breaks up and the debris forms a covering to the cliff. There is however, a general dip eastwards but towards the Anja the dip becomes north and the sandstones appear to pass underneath the bed of the Anja. On the north side of the Anja, similar sandstone beds exist and they are exposed at Sheik Muwannis where they attain a height of 40 metres. The height of the cliffs and dip of the beds show that they once extended seaward and are being

gradually eaten back by sea erosion. The Birket Rafadan district has not yet been examined.

Around Nathania, the shore-line is bounded by steep cliffs which attain a height of over 40 metres. There is a capping of massive shelly sandstone about four metres thick, below which are the cross bedded sandstones similar to those of Jaffa and which consist of thin beds with soft sandstone partings. The type of cliff appears to extend north and south for several kilometres. Although the bedding planes or angle of repose of the sand gives a very irregular apparent dip, there is a general dip of the rocks to the east. North of the settlement there are several exposures of sandstone forming knolls, which consist principally of soft shelly sandstone. At Um-Khaled, about one kilometre east of the settlement, is a small quarry where stone has been extracted for building houses in the village. The dip of the strata is here again eastwards at a high angle. The quality of the stone is very inferior and the blocks that have been cut for buildings have an irregular surface and are full of cavities. Such a stone would never be used for general building purposes. The most compact stone of the area is the capping of shelly limestone but it is so soft and crumbling that any of the qualities that have been examined would be useless for normal buildings.

Two kilometres east of Um-Khaled, at Birket Beit Li² (El Mughair), a small amount of sandstone

is shown where graves have been dug. Beyond this point eastwards, there is only white sand in which the area attains a height of 70 metres and is covered with coarse grass and remnants of an oak forest. From Bury the red sand forms the east slopes until low area is reached where the surface soil becomes more argillaceous and black as Tulkarem is approached.

W. Blake

1.10.20

STANDARD

7 SEP 1954

The following information was received from the
author of the report, who is a member of the
committee for a study of "The Future of the
United States in the World". The report is
dated 1954 and is a study of the future of the
United States in the world. The report is a study
of the future of the United States in the world.
The report is a study of the future of the United
States in the world.

STINE
NMEN

STANDARD

7 SEP 1954

STANDARD

7 SEP 1954

24

D/Tul/106 - 6180

5th September, 1930

Geological Adviser
Public Works Dept.
Jerusalem.

Subject:- Application for land for
afforestation at Um-Khaled,
Nataniah.

I enclose a plan of a State Domain properties (marked A, B, C, and lined in yellow) which it is proposed to lease to the Bnei Benjamin Association. It was proposed by Government that as the cliffs along part of the proposed area consists of more or less consolidated sand-stone probably suitable for building, provision should be made in the lease for the payment of a special rent in respect of the area built on. The Association however state that there is no such consolidated area.

2. I should be grateful if you could inform me whether any such area does, in fact, exist.

(Sgd) Cecil L. Horton

21/9
DIRECTOR OF LANDS

21 September, 1950

Geological Division
Public Opinion
Tennessee

Subject: - Application for land for
reclamation at the
Tennessee.

I enclose a plan of a
proposition (marked A, B, and C, and in yellow)
which it is proposed to lease to the
Tennessee Association. It was proposed
by Government that as the state should not
the proposed area consists of two or less
landed and some probably suitable for
reclamation should be made in the lease for the
rent of a special rent in respect of the
built on. The Association however state that
there is no such consolidated area.

2. I should be grateful if you could
inform me whether any such area does in fact
exist.

Yours faithfully

NT

PAL
GOV

7th September, 1930

Director,
Dept. of Agriculture
& Forests.

Subject:- Application for land for
afforestation at Um-Khaled
Nahaniah.

Reference:- Your letter No.F/11/16
of the 26th of June, 1930.

It is proposed that the following clauses
shall be inserted in the lease:-

" The Lessee shall submit to the
" Lessor within 3 months from the date
" hereof a general scheme for the afforestation
" of the land hereby demised, and for
" the irrigation of the sand dunes. The
" Lessor shall notify his approval or
" disapproval of or objection to the scheme
" within three months after it is submitted
" to him, and the Lessee shall, if re-
" quired, submit an amended scheme with-
" in one month which shall be subject to
" the like approval or disapproval. If
" the Lessor shall not approve such amended
" scheme within the time aforesaid, a dis-
" pute shall be deemed to have arisen
" which shall be determined by arbitration
" in manner provided in clause 18 hereof.

" The Lessee hereby undertakes to execute
" all such works as shall be reasonably
" necessary for the afforestation of the
" land and of the arrestation of the sand
" drift in accordance with the approved
" general scheme as hereinbefore set out
" within 8 years from the date of approval
" of the general scheme by the Lessor.
" PROVIDED he shall not save with the pre-
" vious consent of the Lessor divert any
" watercourse or obstruct or interfere
" with the free use of water by persons who
" have hitherto enjoyed it or the free
" flow of water to adjacent lands without
" hitherto received such water.

The/.....

ESTIN
RNMME

PAL
GOV

" The Lessee agrees that where
" operations carried out by him do not
" have the effect of arresting sand
" drift he shall take such measures as
" in the opinion of the Chief Forest
" Officer are necessary to arrest the
" said sand drift.

" The Lessor reserves the right to cause
" such operations to be carried out by
" the Government at the cost of the
" Lessee should the Lessee fail to execute
" any operation in the manner and within the
" period specified to the satisfaction
" of the Chief Forest Officer and the Lessee
" agrees to pay such cost on demand."

2. I should be glad to learn whether you
consider these clauses require amendment in any
way.

(Sgd.) Cecil E. Horton

DIRECTOR OF LANDS

the person who has the right to
dispose of the land, and by his
acts the effect of creating a
title in the land is secured as
the effect of the title forest
title is secured as to the right to
dispose of the land.

It is also to be noted that the right to dispose
of the land is secured as to the right to
dispose of the land, and by his
acts the effect of creating a
title in the land is secured as
the effect of the title forest
title is secured as to the right to
dispose of the land.

It is also to be noted that the right to dispose
of the land is secured as to the right to
dispose of the land, and by his
acts the effect of creating a
title in the land is secured as
the effect of the title forest
title is secured as to the right to
dispose of the land.

E.
TENT

STINE
NMENT

ALL COMMUNICATIONS TO BE ADDRESSED TO
DIRECTOR OF AGRICULTURE
AND FORESTS,
JERUSALEM.

In your reply please quote

No. Ag/..... E/11/16-495

Telephone :- No. 622, JERUSALEM.

23
DEPARTMENT OF AGRICULTURE
FORESTS & FISHERIES,
AMERICAN COLONY,
JERUSALEM.

26th June, 1930.

D/Tul/106
5264
Subject Application for land for
afforestation at Um-Khaled
Nataniah.

Reference: Your letter D/Tul/106-4165
dated 22nd June, 1930.

DIRECTOR OF LANDS.

There is no objection as far as this
Department is concerned to a lease for 99 years.

H. J. Lums.
for DIRECTOR OF
AGRICULTURE AND FORESTS.

DA.

*seen by
H. J.*

GC
P

ALE
OVER

2/Jul/106-4165

22

22nd June, 1930.

Director,
Dept. of Agriculture and Forests.

Subject:- Application for land for
afforestation at Um-Khaled
Nataniah.

I refer to the Chief Secretary's
letter No. 2824/29 dated 6th of May 1930,
copy of which was forwarded to you in which
authority to grant a lease for 49 years to
the Bnei Binyamin Association is contained.

2. Applicants have now requested that
the lease be granted for 99 in lieu of 49
years inasmuch as the revenue obtainable from
afforestation during such a short period
would not warrant the initial outlay. I shall
be glad to know whether you have any objection
to my recommending to their request to the
Chief Secretary.

(Sgd.) M. Boukhan.

DIRECTOR OF LANDS

100

PALESTINE YOUNG-AGRICULTURISTS' ORGANIZATION

„BNE-BINYAMIN“

CENTRAL COMMITTEE
TEL-AVIV, P. O. B. 83—TEL. 670
CABLE ADDRESS: BEMIN



הסתדרות החקלאים הצעירים

„בני-בנימין“ בא״י

הועד המרכזי

תל-אביב, תבת דאר 83-שחרחוק 670

המען-המברקי: BEMIN

Tel-Aviv, May 13, 1930. תל-אביב, יום

בתשובה נא להזכיר
219/30
no.

Director of Land

Jerusalem.

Subject: Lease of State lands at Um-Khaled (Nathanyah).

I have the honour to inform you that the District Commissioner Northern District has instructed us in his letter N^o 287/251 to refer to you regarding above mentioned land.

Will you kindly inform us when and how this can be effected.
Anticipating your answer, we thank you, and remain Sir,

Yours very respectfully

O. Ben Ammi



התאחדות הסטודנטים
היהודיים בארץ ישראל

התאחדות הסטודנטים
היהודיים בארץ ישראל
התאחדות הסטודנטים
היהודיים בארץ ישראל



התאחדות הסטודנטים היהודיים בארץ ישראל

"בני-בנימין"

התאחדות הסטודנטים
היהודיים בארץ ישראל
התאחדות הסטודנטים
היהודיים בארץ ישראל

התאחדות הסטודנטים

התאחדות הסטודנטים

התאחדות הסטודנטים

L

PAL
GOVE

2824/29.



6 B 20
May, 1930.

District Commissioner,
Northern District.

Subject:- Application for land for
Afforestation at Um-El-Khaled -
Nathaniah.

Reference:- Your letter No. 287/251 of the
13th February, 1930.

I am directed to forward for your
information a copy of a note by the Director of
Lands on this question.

2. The Director of Lands is hereby
authorised to enter into negotiations for the
grant of a lease to the Bnei Binyamin Organisation.

3. The lease should contain the
provisions set out in paragraph 3 of his note and
such other conditions as may be stipulated by
the Director of Agriculture and Forests, including
the following :

" The Lessee agrees that where
operations carried out by him do not have the
effect of arresting sand drift he shall take
such measures as in the opinion of the Chief
Forest Officer are necessary to arrest the
said sand drift.

The Lessor reserves the right to
cause such operations to be carried out by
the Government at the cost of the Lessee
should the Lessee fail to execute any operation

in/

Mr Levin
Refer to aff.
lease relation
discuss with
Lessee

SALES
OVER

P
GO

in the manner and within the period specified to the satisfaction of the Chief Forest Officer and the Lessee agrees to pay such cost on demand".

The cliffs along parts of the proposed area of lease consist of more or less consolidated sandstone probably suitable for building. It is therefore suggested that a distinction should be made in the terms of the lease as regards fees payable to Government in regard to :

- (a) land utilised for building; and
- (b) land reclaimed by forest planting.

4. The draft lease should be referred to this office for approval.
5. It is asked that the Organisation be advised in the terms of paragraph 2 of this letter.

W. H. H. H.
ACTING CHIEF SECRETARY.

Copy to: Director of Lands.
Director of Agriculture and Forests,
returning blue prints.

STIN
NITS

E
ENT

FILE COPY

~~The position appears to be as follows:-~~

1. The whole area of the Sand Dunes has now been registered as State Domain.

Plot A. 225.526 ✓ *State Domain*

* Plot B. 697.491 *State Domain*

Plot C. 128.365 ✓ *State Domain*

Total: 1051.382 ✓ *State Domain*

2. If the District Commissioner, Northern District is satisfied that no private rights to forest produce or grazing exist and that the Director, Department of Agriculture is satisfied that the proposals put forward by the Organization are acceptable, I see no reason why an agreement of lease should not be signed.

3. Such an agreement of lease should contain the usual provisions, and should also provide

(1) For access by the public to all roads and rights of way across the Sand Dunes and for the preservation of all such ab-antiquo roads and rights of way, *and in*

(2) For the rent to be reassessed periodically on the basis of P.T.O.

W. H. 8/4
W. Stubb
Mr. Barton
up to his minute
for signature pl
11/1

Copy of minute placed
in CS file 2824/29

15/4

to park near the river
along the beach

NE
ENT

ALE
OVER

5% on the unimproved capital value.

*No. shes is to
complete a law*

(3) For the rent to be assessed separately in respect of:-

- A. Uncultivable sand dunes.
- B. Area cultivated or capable of cultivation.
- C. Areas built upon including all lands within the boundaries of buildings.

4. Rent for the first period (say 10 years) should be *50 mils a dunum*

- A. ~~20 mils a dunum~~
- B. ~~50 mils a dunum~~
- C. ~~100 mils a dunum.~~

5. The lease should be from a period of 49 years.

6. The afforestation should be completed within 8 years of the date of the completion of the agreement of lease.

8/4

OFFICE OF THE SECRETARY OF DEFENSE

WASHINGTON, D. C. 20301

MEMORANDUM FOR THE SECRETARY OF DEFENSE

FROM: [illegible]

SUBJECT: [illegible]

DATE: [illegible]

1. [illegible]

2. [illegible]

3. [illegible]

4. [illegible]

5. [illegible]

6. [illegible]

7. [illegible]

8. [illegible]

9. [illegible]

10. [illegible]

11. [illegible]

12. [illegible]

13. [illegible]

14. [illegible]

15. [illegible]

16. [illegible]

17. [illegible]

18. [illegible]

19. [illegible]

20. [illegible]

PAL
GOVERNMENT

T

(39)

Director of Lands

Will you now please read the papers in the file so far as you are not already aware of the developments and record hereon your views on the scheme for the lease of Government land to the Bne-Binyamin Organisation for afforestation and for agricultural purposes.

(Sgd) M. Nurock
for A.C.S.

C.S.

The position appears to be as follows:-

D/Tul/104 = 2756

1. The whole area of the Sand Dunes has now been registered as State Domain:-

Plot A. 225.526 standard dunoms
Plot B. 697.491 standard dunoms
Plot C. 128.365 standard dunoms

Total = 1051.382 " "

=====

2. If the District Commissioner, Northern District is satisfied that no private rights to forest produce or grazing exist and that the Director, Department of Agriculture is satisfied that the proposals put forward by the Organization are acceptable, I see no reason why an agreement of lease should not be signed.

3. Such an agreement of lease should contain the usual provisions, and should also provide:

- (1) For access by the public to all roads and rights of way across the Sand Dunes and for the preservation of all such ab-antiquo roads and rights of way and in particular the road along the beach;
- (2) For the rent to be reassessed periodically on the basis of 5% on the unimproved capital value.
- (3) Rent for the first period (say 10 years) should be 50 mils a dunom.
- (4) The lease should be for a period of 49 years.
- (5) The afforestation should be completed within 8 years of the date of the completion of the agreement of lease.

P
G

ESTI
RNM

TLR/212/29- 336

19
Registrar of Lands,
Tul-Karem.
16th March, 1930.

Director of Lands,
Jerusalem.

Subject :- State Domain land - 'Im
Khalid.

Reference :- Your R. 9708 - 1738 of
10.3.1930.

I beg to submit herewith the certificate
of registration of plot No. 1 referred to in your
letter quoted above as requested.

2. Kindly acknowledge receipt, please.

IJ/AS.

M. J. 1930

Gasim
REGISTRAR OF LANDS.

MEMORANDUM.

From

To

19

Date

192

12111-500 Fds-S.O.P.

The attached
 transaction will be
 required by Mr
 Horton on Friday
 morning.

Receivable

2¹⁰/_{28.42}

W. L. ... (Sund. 4th)

The account
transmitted will be
repeated by the
author on a coming
meeting.

Very
truly
yours
J. H. [illegible]

No. 2824/29.

SECRETARIAT,
GOVERNMENT OFFICES,
JERUSALEM.

18
August, 1929.

Reference to previous correspondence:

No. D/Tul/106.-3099 of the 7th May, 1929.

The Chief Secretary presents his compliments to the Director of Lands,

and has the honour to enclose the undermentioned documents for information absorption and retention.

חולון

תל-אביב

Subject: Land at Um Khalel Village (Nathanyeh)

1453-5000-S. P.

Date

Description

25. 7. 29.

Letter No. 2824/29 to the General Secretary,
Bne-Binyamin Organisation, Tel-Aviv.

put by
A.A.
6/8

25th July, 1929.

17

Sir,

I am directed by the Officer Administering the Government to refer to your letter of the 28th March regarding the Bne-Binyamin Organisation and to inform you that, with regard to request (A) on page 3 of your memorandum regarding the grant of Government land in general, I am to state that no general reply is possible as long as the areas of State land are still undermarked.

2. In reply to the specific request at (B) on page 3 of your memorandum that certain State land on the west side of Nathanya Colony should be granted to that Colony for the purpose of afforestation and development, I am to say that Government are not prepared to alienate State lands but will consider the question of leasing land on suitable conditions provided the Colony have some scheme for the improvement and development of the land which they have the will and the means to carry out.

In order therefore to enable consideration to be given to the Colony's request, I am to ask for further information on the following points:-

- (a) The exact areas of land for which a lease is requested;
- (b) a detailed scheme stating what it is proposed to do with the land;

General Secretary,
Bne-Binyamin Organisation,
P.O.B. 83, Tel-Aviv.

(c) /

LES
VERN

LINE
MENT

- (c) a programme showing the dates on which the various stages will be carried out;
- (d) the estimated cost of the scheme;
- (e) the methods by which the necessary funds will be provided.

Any scheme of this kind, which the Colony may elaborate will be considered by the Director of Agriculture and Forests. It will, therefore, be well for this Colony to consult that Department before submitting a scheme to Government.

3. It will be realised that Government will not be in a position to grant the lease of the land until Nathanya Colony becomes a juristic person.

4. His Excellency the High Commissioner has already notified you orally that he is not prepared to accede to the request at (C) in paragraph 3 of your memorandum requesting that new Colonies should be exempted from all taxation for the period of five years from their establishment.

I am,
Sir,
Your obedient servant,

(Sgd) E. MILLS.

Acting Chief Secretary.

(a) The Government of the United States
has the honor to acknowledge the receipt of
(b) the letter of the Government of the United States
(c) dated 19th of the month of 1954.

The Government of the United States
will be pleased to receive the letter
and will be glad to be in contact with the
Government of the United States.
The Government of the United States
will be glad to be in contact with the
Government of the United States.

1954-29
GOVERNMENT



PA
GOV

T

F/11/16- 842

4760

16
7th June, 1929
Application for Land for
Afforestation- Nathanieh.
Reference: Your 2824/29 dated 31st May,
1929.

CHIEF SECRETARY.

With reference to letter D/Tul/106-3099 dated 7th May 1929 from the Director of Lands: the lands in question are not required for reclamation by this Department. It is, however, suggested that the attention of the lessees be drawn to the terms of the Sand Drift Ordinance.

2. A copy of the Agricultural Inspectors' report is being forwarded to the Director of Lands.

3. I should be grateful for the return of the map enclosed with my AG/F/11/16-656 dated 15th May, 1929.

F. J. TEAR

DIRECTOR OF
AGRICULTURE & FORESTS.

Copy to Director of Lands with copy of 7a. ✓

" " I. of A. & F. N. C.

P. J. Tear
10/6

L

Application for Land
Allotment - National
Your 282423 dated 1st May
1939.

282423-10

1st May 1939.

With reference to letter DATED 10-5-39
dated 1st May 1939 from the Director of Lands
the lands in question are not required for the
by the Government. It is, however, suggested that
the attention of the Director be drawn to the terms
of the land with reference.

2. A copy of the Agricultural Instructions
issued in 1938 is being forwarded to the Director of Lands.

3. I would be grateful for the return of
the copy enclosed with my 282423 dated
1st May 1939.

GC
P

1st May 1939.

Copy to Director of Lands with copy of 282423.

1st May 1939.

1st May 1939.

15

C O P Y .

CHIEF SECRETARY .

URGENT.

118/8

7.5. 1929 .

Director of Agriculture.

Subject : Application for
Government Land for affo-
restation-Nathaniah.
Reference: Your F/11/16 of 11.4.29
to Chief Secretary copy to
this office.

Acting upon your instructions, I have inspected the Nathaniah area with the Land Registrar, Tulkaram, and the Forest Surveyor.

The area of Nathaniah is separated from the sea by a stripe of sand dunes registered as Government Domain. The stripe is about 300 to 400 metres wide and about 5.5 kilometres long. About 750 metres of the length of the area is not yet registered as state domain, but will be registered as such when the koushans are recorded. The state domain should be afforested both to protect the area next to it and to utilize the land which is now wasted.

Within the dunes there are few pockets of more settled soil with brush and grass. This area can be easily underplanted.

The attached map show the area belonging (A) to Nathaniah, (B) land which will shortly be officially transferred to the colony, (C) the state domain and (D) the land which will be shortly registered as state domain and for which there are apparently no claimants.

The state domain as shown in the map is divided as follows:

Plot	1	dunom	65	pics	1514
	2		192		1384
	3		499		1453
	4		262		not yet registered as state domain)
	5		<u>2 45</u>		<u>170</u>
		TOTAL	<u>1265</u>		<u>1321</u>

Sgd. A.J.Grasovs

A/INSPECTOR OF AGRICULTURE
& FORESTS N.C.

OVERN

UNIT

CHINA

1945

7.5.1945

Ministry of Agriculture

Subject

Reference

Ministry of Agriculture
Government Land for
Registration-Ministry
Form 1011-12 of 11.4.45
to Chief Secretary
This office.

After your report of 11.4.45, I have inspected the National
area with the Land Registrar, Inspector, and the Forest Surveyor.

The area of National Land is comprised from the area by a
road to the south of the National Land. The area is
about 100 to 150 acres with an out 2.5 miles long.
About 100 acres of the area is not yet registered.
The area is not yet registered as such with the National
Land Registrar. The area should be registered both to
the National Land Registrar and the Forest Surveyor.

With the above facts in mind, we should be
well advised to proceed. This area can be easily
registered.

The area of National Land is comprised from the area by a
road to the south of the National Land. The area is
about 100 to 150 acres with an out 2.5 miles long.
About 100 acres of the area is not yet registered.
The area is not yet registered as such with the National
Land Registrar. The area should be registered both to
the National Land Registrar and the Forest Surveyor.

The area of National Land is comprised from the area by a
road to the south of the National Land. The area is
about 100 to 150 acres with an out 2.5 miles long.
About 100 acres of the area is not yet registered.
The area is not yet registered as such with the National
Land Registrar. The area should be registered both to
the National Land Registrar and the Forest Surveyor.

Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Area	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64																																				

DEPARTMENT OF LANDS, JERUSALEM

14

1. Sub-District Tulkarem 3. State Domains Ref. No. D/Tul/106
2. Town or Village Um Khaled 4. Map Reference No. _____
5. Name of Property Wakf Khalil el Rahman Parcel No. _____ Block No. _____
6. Situation Ard el Loulieh(Um Khaled village)
7. Description _____
8. Category of Land Sandy uncultivable
9. Finance No. _____
10. Land Registry Deed _____ Vol 1 Fol 6 Date 29.11.26.
11. Turkish Registration No. _____ Date _____
12. Date of Survey _____
13. Area { _____ Metric Donums _____ sq. metres.
758 Donums 1152 ~~sq. metres~~
sq. pics.
14. Boundaries :—
North :— Road
South :— Abdel Rahim Hannoun
East :— Saleh Sabah el Hamdan
West :— Sea shore
15. Remarks :—

STIN
NME

STIN
NME

TLR/16/32-325

13
Registrar of Lands,
Tul-Karem.
9th May, 1929.-----

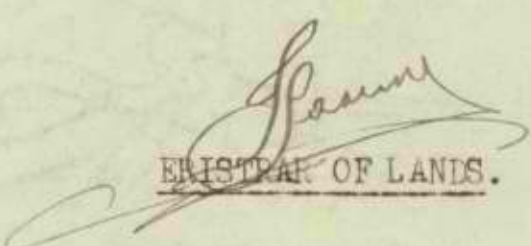
Director of Lands,
Jerusalem.

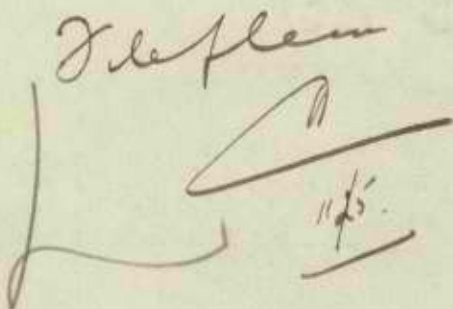
Subject :- State Domain D/T/L/106.

I beg to inform you that on the 2nd May, 1929, I accompanied the agricultural assistant and surveyor ^{who were} detailed to report in respect of the above mentioned land and its surrounding lands.

2. On 6th inst. I also proceeded with the Sub-Inspector Of agriculture and surveyor to the same land and they promised to submit to you a copy of the report direct, please.

IJ/AS.


REGISTRAR OF LANDS.


11/5.

Minister of Lands,
Tel-Aviv,
15th May, 1939.

BT 16432-

Director of Lands,
Tel-Aviv.

Subject :- State Domain DTA/106.

I have to inform you that on the 2nd May, 1939, I accompanied the agricultural assistant and surveyor detailed to report in respect of the above mentioned land and its surrounding lands.

On 4th inst. I also proceeded with the Sub-Inspector of Agriculture and surveyor to the same land and they proceeded to submit to you a copy of their report direct, please.

Director of Lands.

15/5/39.

PALESTINE GOVERNMENT

1939 25 200

PALESTINE GOVERNMENT

SECRETARIAT. 12
GOVERNMENT OFFICES
JERUSALEM.

No. 2824/29

31st May, 1929.

Reference to previous correspondence: Director of Agriculture's letter
No. F/11/16-656 of the 10th May, 1929.

The Chief Secretary presents his compliments to the District Commissioner,
Northern District

and has the honour to enclose the undermentioned documents for ~~XXXXXXXX~~ observations and retention.
~~XXXXX~~ ~~XXXXX~~

Subject : Land at Um Khaled Village (Nathanyah).

14017-7099-SI. P.

Date	Description
7.5.29.	Letter No. D/Tul/106-3099 from the Director of Lands.

Copy to:- Director of Lands
for information. ✓

4521
R. H. C. 46

P
GC

TIN
MEN

D/Tul/106. - 3099

11
6th May, 1929.

Chief Secretary.

Subject :- Land at Um Khaled Village
(Nathanyah).

Government is the registered owner of two plots of sand dunes marked A and B on the attached map having an area of 1003 donums which lie along the coast between the sea and the cultivated land referred to in your letter as the "Colony of Nathania". In between these two plots there is a further area of sand dunes marked C having an area of about 130 donums which is not yet registered in the name of the Government but which, I anticipate, will be registered in the immediate future.

2. I see no objection, in principle, to the Government leasing these sand dunes provided that the Director, Department of Agriculture does not wish to retain all or any part of the area for reclamation departmently.

3. Government should require proof that the Colony is a juristic person having power to hold immovable property and being possessed of the funds necessary to comply with the improvement clauses of a lease.

4. I understand that a certain Mrs. Sara Levy objects to the proposed lease. A portion of the area of the proposed Colony belongs to her and she desires that the name of the Colony should be Nakhalat Levy. If this latter name is not accepted she proposes to found another Colony adjoining and states that she will demand a lease of the dunes adjacent to her land.

5. The report of the Agricultural Inspector has not yet been received.

DIRECTOR OF LANDS

TLR/65/26-372

10
Registrar of Lands,
Tul-Karem.
17th April, 1929.

Director of Lands,
Jerusalem.

Subject :- Um Khalid lands.

Reference :- Attached extracts of
registration.

In compliance with the instructions of Mr Hanna
by telephone on 17-4-29, extracts of the above mentioned
lands are submitted herewith.

2. I beg to submit also the title Deed of the plot
escheated as State Domain land as instructed in para 3
of your letter under reference.

3. Will you kindly acknowledge receipt, please.


REGISTRAR OF LANDS.

PROPERTY OF
THE
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE

100-456789-100

27

PROPERTY OF
THE
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE

1. The following information was obtained from the files of the Federal Bureau of Investigation, U. S. Department of Justice, at Washington, D. C., on May 1, 1964:

2. The following information was obtained from the files of the Federal Bureau of Investigation, U. S. Department of Justice, at Washington, D. C., on May 1, 1964:

3. The following information was obtained from the files of the Federal Bureau of Investigation, U. S. Department of Justice, at Washington, D. C., on May 1, 1964:

4. The following information was obtained from the files of the Federal Bureau of Investigation, U. S. Department of Justice, at Washington, D. C., on May 1, 1964:

5. The following information was obtained from the files of the Federal Bureau of Investigation, U. S. Department of Justice, at Washington, D. C., on May 1, 1964:

100-456789-100

100-456789-100

CONFIDENTIAL

ESTIN
RME

1402.1370

No. 304. 1371

585.1500

1330. 1441

Map of Zevlida

1.	2214	1561
2.	3519	162
3.	585	1514
4.	919	1545
5.	1730	1444
	<u>8967</u>	<u>6182</u>
	<u>2</u>	<u>4000</u>
	8970	1382

st. D.

499	1453
...	...
65	1514
192	1384
...	...
<u>256</u>	<u>4351</u>
<u>2</u>	<u>2000</u>
758	1251

Remainder 1715

= Remainder 727.0161

Berkat Abdulla

1.		
2.	720	648
3.	135	772
4.	742	003
5.	193	478
	<u>1854</u>	<u>1981</u>
	<u>1</u>	<u>1000</u>
	1855	901

128. 365 not registered yet.

Sub. 1855
1841
Ed. Barkan's land & map.

1.	1402	1371	245	170
2.	500	651	...	...
3.	304	1371	...	...
4.	<u>2206</u>	<u>3393</u>		
	<u>2</u>	<u>2600</u>		
	2208	793		

8970
1841
<u>2208</u>
13017
1131
<u>1188</u>

758
128
<u>245</u>
1131

LAND REGISTRY OFFICE OF *Ful-Karem.*
REGISTER OF DEEDS.

LR. 53.

Extract No.

Town or Village

Umu Khaleed

VOLUME No. 1

Situation or Quarter *Arb El-Lonlich*

Petition No. 246 of Year 1928

7389-10000-R.M.I.

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area		Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or Value		Remarks
					Don	Dir					L.E.	m/ms	
12	15/1/929	Wakf/Khalis El-Bukhman	Plain land.	N: Road. S: Plot No. 4 of Menache Maysa E: Road and partitioned plot No. 1/B of Proprietor. W: State Domain Land.	1471	538	Partial Bag	Salah, Abdel- Raheem and Mohamed son of Salah Ahmed El-Hamdan of Um-Khalis.	Mr Dov Brody. Mr Gas Machue Mr Oved Ben Ami Mr Baruch Ram	1/4 1/4 1/4 1/4	4066	950	

The above is a true copy of the Register and is given against payment of P. *for Office*

as per receipt No. _____ 0

Date _____

17/4/29

— A. S.

Registrar of Lands.

Folio No. 7, 5, 8, 9.

LAND REGISTRY OFFICE OF Zul-Karn.

REGISTER OF DEEDS.

L.R. 53.

Extract No.

14
246
1771926
1926
1926

Town or Village

Um Khalid.

Situation or Quarter Ard El-Louich.

Petition No. of Year

718-9-10000-B. a. p.

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area		Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or Value		Remarks
					Don	Dir					L.E.	m/ms	
Vol. I fol. 7. 12	15/1/29	Wakf Khalid El-Ruhman	Plain Land.	N: Road. S: Road & partitioned plot no. 1/A E: Road. W: Partitioned Plot no. 1/A.	91	772	Remainder after partial sale.		Salih bin Salih Ahmed Hamdan. Mohd. do. Abdul-Rahman do.	12/24 6/24 6/24			
Vol. I fol. 5 200	29/10/26	do plot no. 4	do.	N: Plot no. 4 belonging to Salih el-Salih and brothers. S: Hannonn land. E: Road. W: State Domain land.	519		Parcelation as per authority R4803 of 28/10/26.		Salih Salih Abd. Hamdan. Mohd. do. Abdul-Rahman do.	12/24 6/24 6/24			Attached no. 24/28 43/28 Released 48/28 15/29 Attached no. 42/28
Vol. I fol. 8. 200	29/10/26	Wakf Khalid El-Ruhman	do.	N: Road. S: Plot no. 5 of the proprietors and Halansawa. E: Land of Beir Leed. W: Road.	3519	162 ⁴⁰	do		Salih Salih Abd. Hamdan Mohd. do. Abdul-Rahman do.	12/24 6/24 6/24			Attached no. 24/28 43/28 Released 48/28 15/29. Attached 42/28 44/28 Released.
Vol. I fol. 9. 202	29/6/26	do.	do.	N: Plot no. 1 belonging to proprietors. S: Plot no. 3 " " " E: Road. W: State Domain Land.	727	160 ³⁰	Sale	Ahmed Ihsan Eff. El-Habbab.	Mrs Manasheh Meyer of Singapore	In whole	2908		

The above is a true copy of the Register and is given against payment of P.T.

as per receipt No.

Date 22/4/29.



Registrar of Lands

LAND REGISTRY OFFICE OF *Tul Karim*
REGISTER OF DEEDS.

Extract No. _____

VOLUME No. I

Town or Village

Um 19h45.

Situation or Quarter *Arad El-Loulich.*

Petition No. 177 of Year 1926.

729-11100-14.00

[illegible]

The above is a true copy of the Register and is given against payment of P.T.

as per receipt No. 100

Date 22/4/29



Registrar of Lands

Town or Village

Um-Khalid.

VOLUME No. 1

Situation or Quarter *El-Bashutieh*

Petition No. 65 of Year 1929.

7389-10(10)-B. 4. 1

The above is a true copy of the Register and is given against payment of P.T. _____ as per receipt No. _____ of _____

Date _____

Registrar of Lands

Folio No. 14, 16, 18.

LAND REGISTRY OFFICE OF *Tul-Karm*. REGISTER OF DEEDS.

L.R. 53.

Extract No.

Town or Village

*Um Khalis.*VOLUME No. *I.*

Situation or Quarter

*El-Bashitieh.*Petition No. *65*of Year *1926.*

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area		Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or Value		Remarks
					Don	Dir					L.E.	m/ms	
<i>47</i>	<i>28/2/27</i>	<i>Wakf Khaki</i> <i>El-muhman</i>	<i>Plain land.</i>	<i>N: Lands of heirs of Tayan. S: Salah Hamdan & sons. E: Do do. W: Part II.</i>	<i>304</i>	<i>13/1/33</i>	<i>Correction as per auth. R. 4803/4 of 24-1-927.</i>		<i>Abdellatif bin Haj Zmail Aga Bar Kawi</i> <i>Abdel Kader do.</i> <i>Abdel Khader do.</i> <i>El-Bar Kawi</i> <i>Fawideh do.</i> <i>Mariam do.</i> <i>Rafika do.</i> <i>Rashika do.</i> <i>Khadijah do.</i>	<i>420/2016</i> <i>420/2016</i> <i>182/2016</i> <i>182/2016</i> <i>182/2016</i> <i>224/2016</i> <i>224/2016</i> <i>182/2016</i>			
<i>53</i>	<i>8/3/28</i>	<i>do</i>	<i>do.</i>	<i>N: Lands of heirs of Tayan. S: Part IV. E: Road. W: State Domain.</i>	<i>566</i>	<i>48/79</i>	<i>sale.</i>	<i>Sara Levy of Jaffa.</i>	<i>Samuel Friedlander</i>	<i>In whole.</i>	<i>1500</i>		<i>1000 value L.P. 1661-540 converted from 615 Don. 1181.50 Pias.</i>
<i>49</i>	<i>28/2/27</i>	<i>do</i>	<i>do</i>	<i>N: Part I. S: Salah El Handan and sons. E: Road. W: State Domain.</i>	<i>542</i>	<i>19/80</i>	<i>sale</i>	<i>Abmes Shoua ex Nabbab.</i>	<i>Mr Menashch Meyer.</i>	<i>do.</i>	<i>2168</i>		

The above is a true copy of the Register and is given against payment of P.T.

as per receipt No.

of

Date

17/4/29.

Registrar of Lands.

LAND REGISTRY OFFICE OF *Uth-Kamm.* REGISTER OF DEEDS.

VOLUME No. I

Town or Village

Um Khalid

Situation or Quarter

El-Bashitich.

Extract No. _____

Petition No. 65 of Year 1926.

7389-10000-R.M.P.

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area		Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or Value		Remarks
					Don	Dir					L.E.	m/ms	
35	August, 30/7	<i>Wakf Khalt</i>	<i>Plain land.</i>	N. <i>Zahret El-Balata.</i>	1480	-			<i>Salah bin Ahmed</i>	3/24			<i>Released.</i> <i>This half is now considered as a whole after the partition of the other half registered in entry No. 8 of August, 1307 and No. 15 of May, 1307 in the Turkish Register.</i>
		<i>El-Rahman</i>		S. <i>Road.</i>					<i>El-Hamdan.</i>				
70	August, 31/8			E. <i>Arb El-Satha</i>					<i>Salah bin Salah</i>	3/24	Att. 43/28		
	<i>D.</i>			W. <i>Birket Abdalla.</i>					<i>El-Ahmed Hamdan</i>		48/28		
									<i>Abdel-Rahman</i>	3/24	Att. 42/28		
									<i>bin Salah El-Ahmed</i>		44/28		
									<i>Hamdan</i>				
									<i>Mohamed do.</i>	3/24			

The above is a true copy of the Register and is given against payment of P.T.

as per receipt No. _____ of _____

Date

7/14/29

Registrar of Lands.

A.S.

F/11/16-

4
11th April, 1929
Application for Government
Land for Afforestation -Nathaniye
Reference : Your 2824/29 dated 4.4.29.

CHIEF SECRETARY .

I am directed to acknowledge receipt of a copy of your letter under reference addressed to the Director of Lands and to state in reply that I have instructed the Acting Inspector of Agriculture and Forests, Northern Circle, to visit and report on the reputed Government Lands in the vicinity of Nathaniyeh. On receipt of his report, a further communication will be addressed to you.

J. TEAR

for DIRECTOR OF
AGRICULTURE & FORESTS.

Copy to D. of Lands
" District Commissioner
" of all papers to Actg. I/A & F. N.C.
for immediate compliance.

11/1/39

11th April, 1939
Application for Government
Land for Afforestation - Palestine
Reference: Your 282439 dated 4.4.39.

CHIEF SECRETARY.

I am directed to acknowledge receipt
of a copy of your letter under reference
addressed to the Director of Lands and to
state in reply that I have instructed the
acting Director of Agriculture and Forests,
Northern District, to visit and report on the
proposed Government lands in the vicinity of
Mishanah. A report of his report, a further
communication will be addressed to you.

For the Director
of Agriculture and Forests

PALESTINE GOVERNMENT

Copy to D. of Lands
District Commissioner
of all papers to Agr. D. & F. W.C.
for immediate compliance.

INE
MENT

LES
VERN

Tel. address: "HICOMA, JERUSALEM"

SECRETARIAT,

GOVERNMENT OFFICES,
JERUSALEM.

3

4th April, 1929.



Any reply should be addressed to
THE CHIEF SECRETARY,
GOVERNMENT OFFICES,
JERUSALEM.

and should quote

No. 2824/29.

Director of Lands.

I am directed by the High Commissioner to inform you that at a recent interview with the Ene Binyamin (Palestine Young Agriculturists Organisation, Tel-Aviv, P. O. B. 83) His Excellency promised to consider the two following requests made by them:-

"(i) Since under the Balfour Declaration the rebuilding of Palestine as a Jewish Homeland was set forth, and the granting of the Government land for this purpose made clear by the Mandate, we, the Organization Ene Binyamin sons of Palestine soil, respectfully request that we be granted Government land to further our colonization work.

"(ii) Whereas Nathanyah is bound on the westerly side by Government land, we respectfully request that this land shall be granted to Nathanyah for the purposes of afforesting, planting trees for wind breaks, to develop and beautify it for the benefit of the colonists, and the development of the country."

2. His Excellency therefore directs that you submit a report as to the practicability of meeting these two requests.

3. I am to add that the High Commissioner has promised to visit and open the new Colony in May.

Sam's

for ACTING CHIEF SECRETARY.

Copies to: Director of Agriculture.
District Commissioner, Northern District.

THE
GOVERNMENT
OF THE
STATE OF
NEW YORK

IN SENATE
January 1, 1911

REPORT
OF THE
COMMISSIONER OF
THE LAND OFFICE
IN RESPONSE TO
A RESOLUTION
PASSED BY THE
SENATE
JANUARY 1, 1911

ALBANY:
JANUARY 1, 1911

PRINTED BY
THE STATE
PRINTING OFFICE

ALBANY

1911

PA
GOV

TINE
MENT

COPY

SERIAL NO 38/31

STATE DOMAIN **A**

DISTRICT: NORTHERN
SUB-DISTRICT: TUL KAREM
VILLAGE: UM KHALID

SCALE $\frac{1}{5000}$ AREA: 225326.0 m²

TRACED FROM PLAN ATTACHED TO
FILE NO D/TUL/106.

4.5.31

M. K. S.
L.D. SURVEYOR

COPY

SERIAL NO 34/31

STATE-DOMAIN **B**

SUB-DISTRICT: TUL-KAREM
VILLAGE: EM KHALED
LOCALITY: LEWLEH

SCALE $\frac{1}{5000}$ 

COPY

SERIAL NO 37/31

STATE DOMAIN **C**

DISTRICT: NORTHERN
SUB-DISTRICT: TUL KAREM
VILLAGE: UM-KHALED
LOCALITY: ARD EL BISHATIYEH

SCALE $\frac{1}{5000}$ 

AREA: 128365 sq. m.

TRACED FROM PLAN NO 2/77 OF L.S.D. KULMAR,
ATTACHED TO TUL KAREM L.R. FILE NO 212/29

4.5.31

M. K. S.
L.D. SURVEYOR

PLOT NO	Square Metres	OLD DON.	Sq. pias
1	459565.80	499	1453.40
4	177301.20	192	1384.70
3	60624.50	65	1514.30
TOTAL	697491.50	758	1452.40

NOTE

All points are marked by A.I.⁵
being fixed by Youssef Eff Thabet.

(Signed) L. BROWN.
SURVEYOR J. L. R.
20/10/26.

TRACED FROM PLAN ATTACHED TO FILE
NO D/TUL/106

4.5.31

M. K. S.
L.D. SURVEYOR

td

Enclosures: 1

DBC/E.

District Officer,
Tul Karm.

Handwritten signature

only asked as requested please.

The attached map is returned herewith

Reference:- Your D/Tul/106 of 17.11.26.

Subject:- State Domains, Tul Karm



Jerusalem.
O.B. 355, No.

Director of Lands

No.: Tul/106.

District Offices,

Tul Karm.

Sub - District.

21st, November, 1926.

2

PALESTINE
GOVERNMENT

RECEIVED 10/10/41

36

RECEIVED 10/10/41

10/10/41

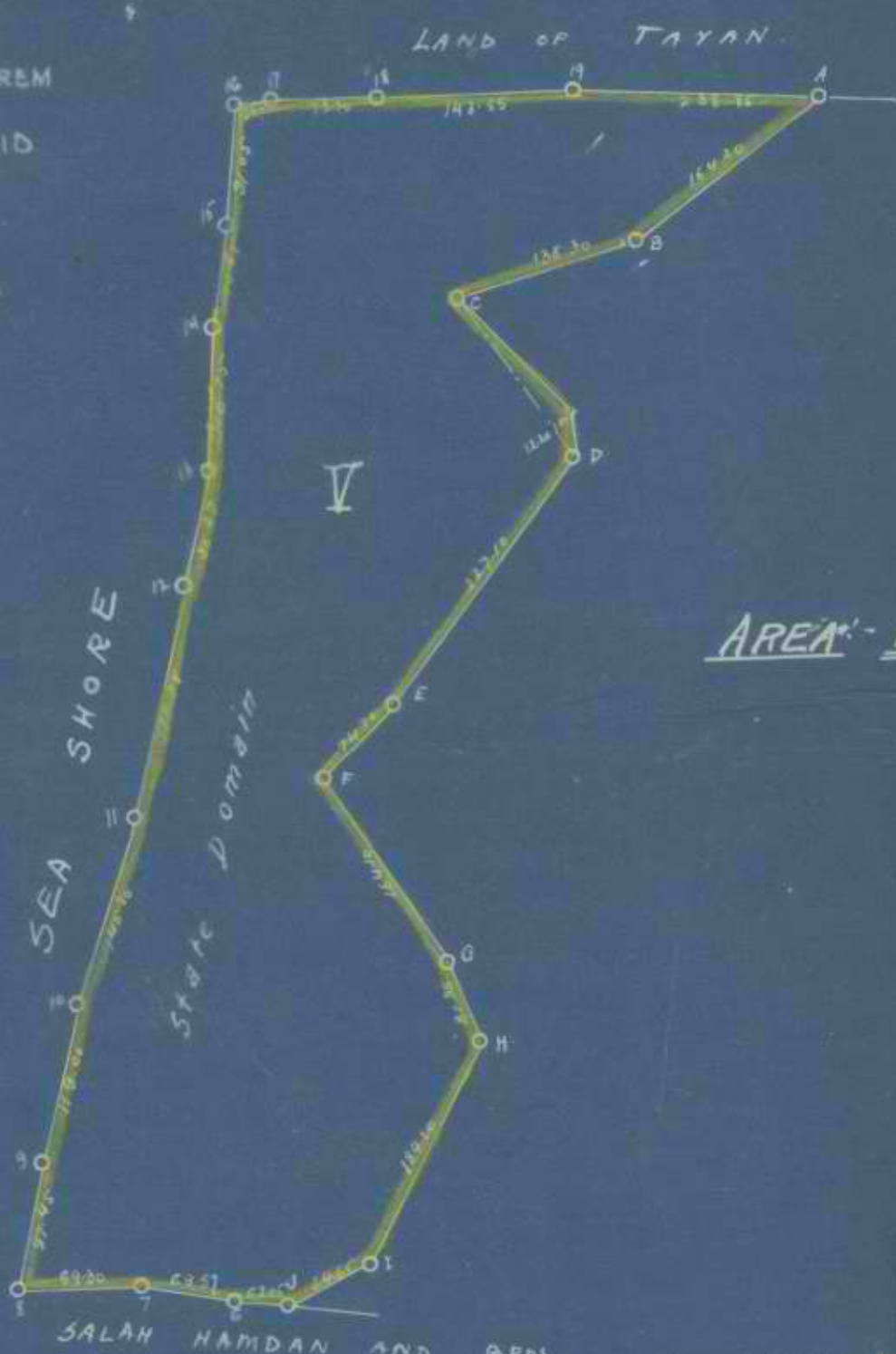
RECEIVED 10/10/41

STATE DOMAIN "A"

SERIAL NO. 38/31

DISTRICT: NORTHERN
SUB-DISTRICT: TUL KAREM
VILLAGE: UM KHALED

SCALE 1/5000



AREA: 225326.0 m²

TRACED FROM PLAN ATTACHED TO
FILE NO D/TUL/06.

4-5-31

M. K. SURVEYOR

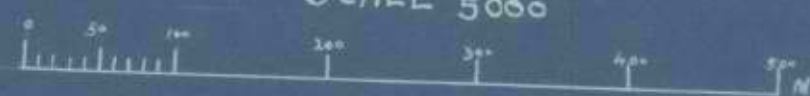
STATE-DOMAIN "B"

COPY

SERIAL NO. 39/31

SUB-DISTRICT: TUL-KAREM
VILLAGE: EM KHALED
LOCALITY: LEWLEH

SCALE 1/5000



N

SEA

4

3

PLOT NO	Square Metres	old dun.	Sq. pica
1	459565.80	499	1453.40
4	177301.20	192	1384.70
3	60624.50	65	1514.30
TOTAL	697491.50	758	1152.40

NOTE:

All points are marked by A.I.²
being fixed by Yousseph Eff. Thabet.

(Signed) L. BROWN
SURVEYOR J. L. R.
20/10/26

TRACED FROM PLAN ATTACHED TO FILE
NO D/TUL/06.

4-5-31

M. K. SURVEYOR

STATE DOMAIN "C"

SERIAL NO. 37/31

DISTRICT: NORTHERN
SUB-DISTRICT: TUL-KAREM
VILLAGE: UM-KHALED
LOCALITY: ARD EL BISHATIYEH

SCALE 1/5000



AREA: 128365 sq. m.

TRACED FROM PLAN NO 7/17 OF L.S.D. KULMAN,
ATTACHED TO TULKAREM L.R. FILE NO 212/29

4-5-31

M. K. SURVEYOR

Copy

STATE DOMAIN A

SERIAL NO 38/31

DISTRICT: NORTHERN
SUB-DISTRICT: TUL KAREM
VILLAGE: UM KHALID

SCALE $\frac{1}{5000}$



AREA: 225326.0 m²

TRACED FROM PLAN ATTACHED TO
FILE NO D/TUL/106.

4-5-31

M. K. S.
L.P. SURVEYOR

Copy

SERIAL NO 34/31

STATE-DOMAIN B

SUB-DISTRICT: TUL-KAREM
VILLAGE: EM KHALED
LOCALITY: LEWLEH

SCALE $\frac{1}{5000}$



N



Copy

STATE DOMAIN C

SERIAL NO 37/31

DISTRICT: NORTHERN
SUB-DISTRICT: TUL KAREM
VILLAGE: UM KHALED
LOCALITY: ARD EL BISHATIYEH

SCALE $\frac{1}{5000}$



AREA: 128365.39 m²

TRACED FROM PLAN NO 2/27 OF L.S.D. KULMAN
ATTACHED TO TUL KAREM L.R. FILE NO 312/31

4-5-31

M. K. S.
L.P. SURVEYOR

PLOT NO	Square Metres	OLD DUN	Sq. pica
1	459565.80	499	1453.40
4	177301.20	192	1384.70
3	60624.50	65	1514.30
TOTAL	697491.50	758	1152.40

NOTE:-

All points are marked by A.I.^s
being fixed by Youseph Eff. Thabet.

(Signed) L. BROWN
SURVEYOR J. L. R.
20/11/26

TRACED FROM PLAN ATTACHED TO FILE
NO D/TUL/106.

4-5-31

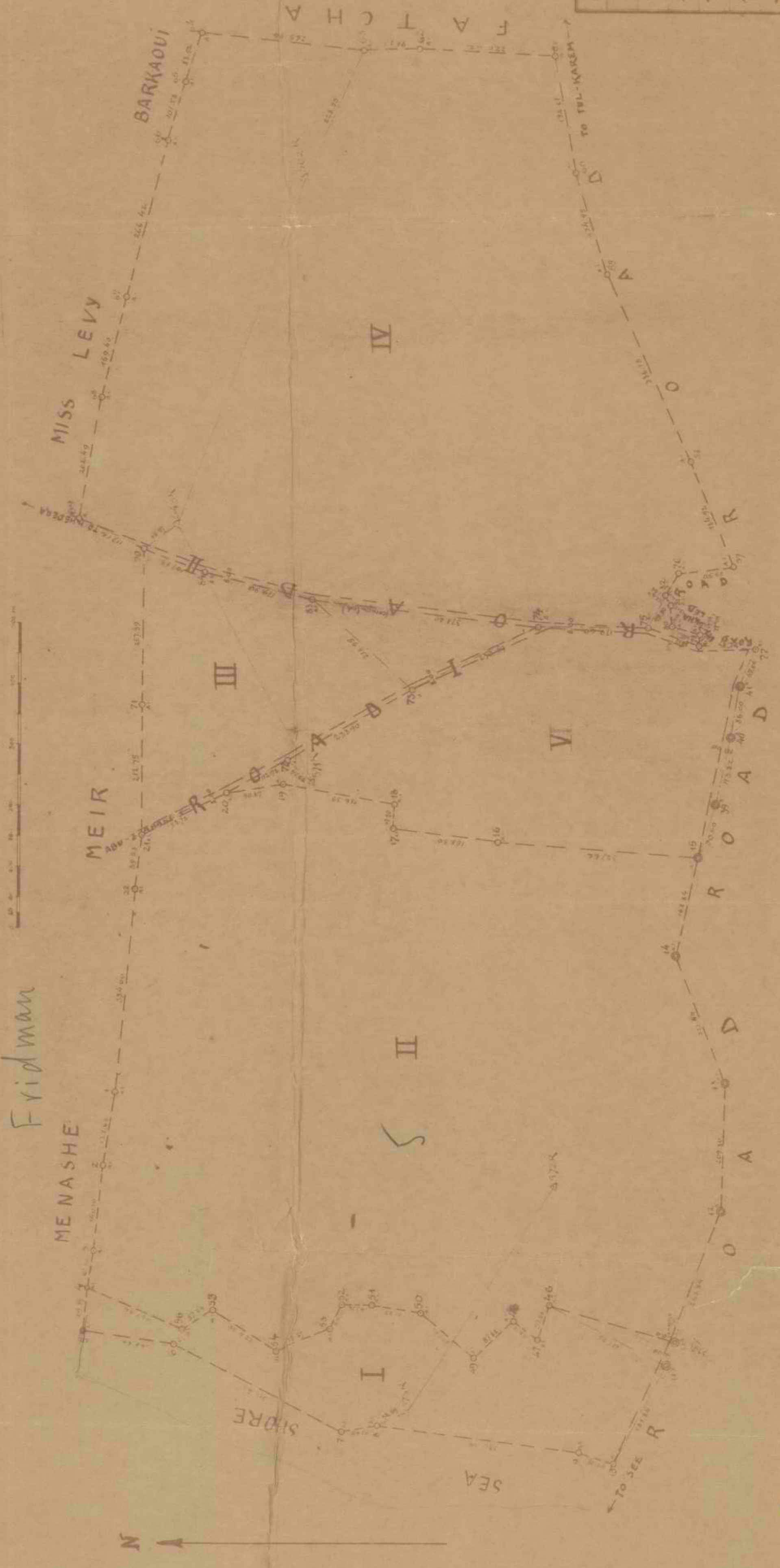
M. K. S.
L.P. SURVEYOR

SERIAL No 2/77

DISTRICT NORTHERN
SUBDISTRICT: TUL-KAREM
VILLAGE: UM-KHALED
LOCALITY: BIRKET ABDALLA
SURVEYED FOR SALEH EL SALEH AND BROS.

5000

Fridman



REMARKS: 1. THE POINTS SURROUNDED BY A DOUBLE CIRCLE
TRANSFERRED FROM MY PLAN No. 100/1015.
2. ALL BOUNDARIES ARE UNDEFINED.

I certify that this is a true copy of the plan executed by me on the 14th day of the year 1329 and that it represents the position and boundaries of immovable property of the above named person out and claimed on the ground.
26.11.1917
TEL-AVIV
Shulman, Civ. Eng.
Surveyor General

AREA - M2	I	II	III	IV	V	ROAD	TOTAL
	128365	784648	135772	742003	193776	5651	1998354
						8237	AREA

I.R.T.64/26.

1
Registrar of Lands,
Tul Karem.
10th, November, 1926.

Director of Lands,
Jerusalem.



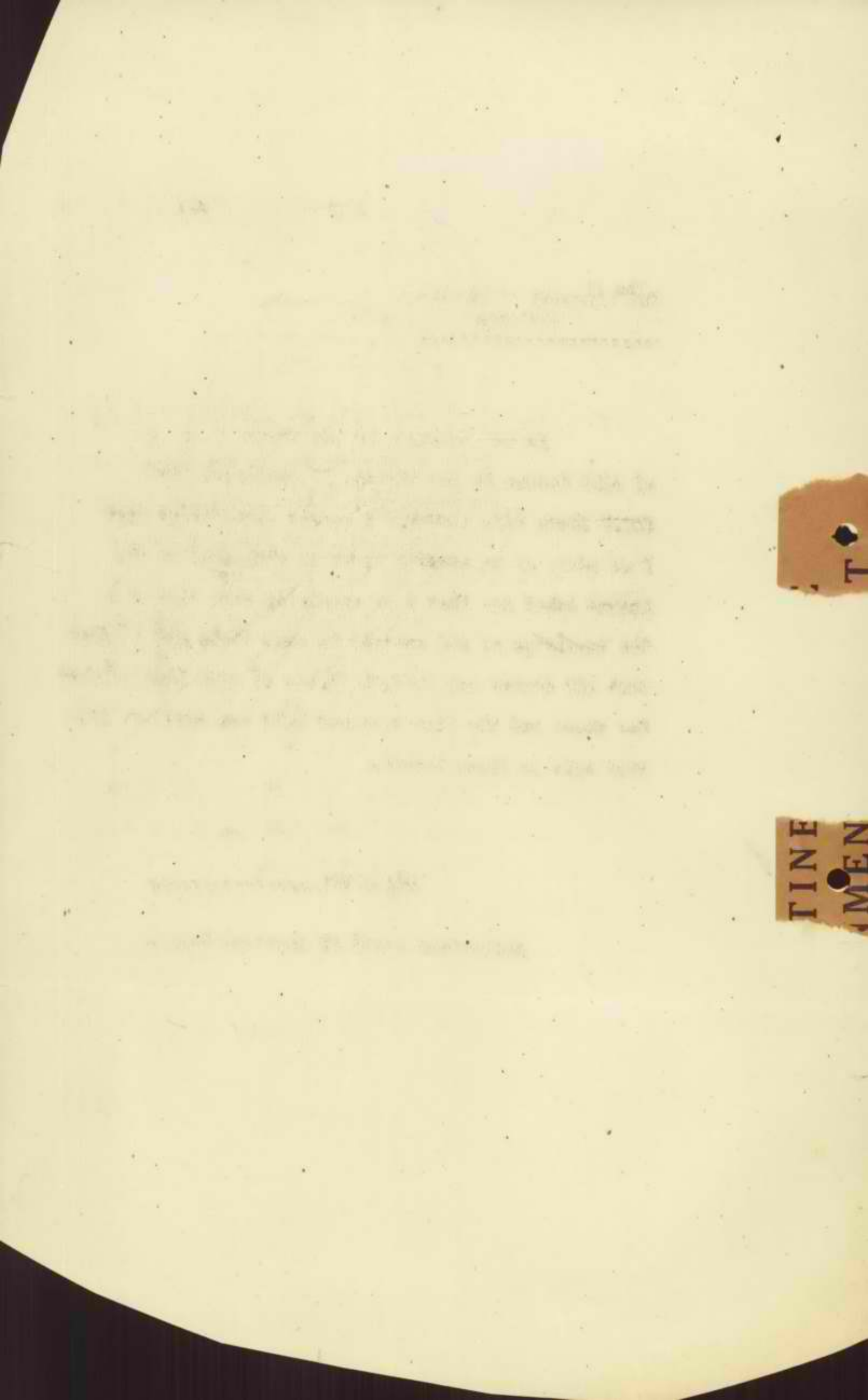
8/ Tul / 106

Subject:-Um Khalid village State Domain land.
Reference:-Your R.4803 dated 28.10.26.

In compliance with the contents of para 6 of your above quoted letter, I beg to state that the attached two declarations (marked "A" and "B") have been duly signed by purchasers. Declaration marked "A" has been signed by Ahmed Ihsan El-Habbab and declaration marked "B" by the agent of Manasseh Meyer of which one copy of each has been retained in their relative files and the second are submitted for your retention.

2. I beg to submit also the Kushan of the land which has been registered as State Domain land, together with the plan, and shall be much obliged if you would kindly return me the plan or a copy thereof for retention in this office, please.

Maam
Registrar of Lands.



28th October 1926.

The Director of Lands,
Jerusalem.

In connection with the purchase by me of 2458 donums in the village of Um-Khaled from Saleh, Mohd. and Abdul Rahim awlad Salah El Hamdan I hereby acknowledge that I am aware of an adverse claim to such land by the Mamour Awkaf and that I am acquiring such land with the knowledge of and subject to such claim and I agree that 192 donums and 1384.70 Diraas of such land between the shore and the line coloured blue are reserved from such sale as State Domain.

بمنا سبة شراي ٢٤٥٨ دونم اراضي في
قرية ام خالد من صالح ومحمد وعبد الرحيم اودو
صالح الحمدان اقر واعترف بهذا بانني اعرف
حقوق المرفوعة بانه هكت الاراضي متنازع بين
طرف مأمور الوقاف وبانني اقدم على هذا
الشراء مع علمي بهذا النزاع وما يتبع عليه من
المتابع وكذلك اوافق على ان هذا الشراء لا
يشمل ال ١٩٢ دونم و ١٣٨٤.٧٠ ذراع الوقف
ما بينه شاطئ البحر والخط المؤشر به باللون
الازرق على الخريطة المرفوعة بهذا المعاملة
التي اعترف بانها اراضي تخص الحكومة.

view

TINE
NMEN

P
GO

"B"
28th October 1926.

The Director of Lands
.....Jerusalem.....

In connection with the purchase by me
of 2458 donums in the village of Um-Khaled from
Ahmed Ihsan Eff. El-Habab I hereby acknowledge that
I am aware of an adverse claim to such land by the
Mamour Awkaf and that I am acquiring such land with
the knowledge of and subject to such claim and I agree
that 192 donums and 1384.70 Diraas of such land between
the shore and the line coloured blue are reserved from
such sale as State Domain.

for Manasseh Meyer

Signature.....*Sarah Levy*.....

Authorized agent of Manasseh Meyer.

Witness

Witness:
S. B. B.
S. B. B.

ALLES
VERN

NE
ENOT

- 111-102-12

PAI
GOV

LESTI
ERIM

Resume of the case of the land
claimed by Khadijeh & Rafika Barkawi
at Um Khaled Village.

As shown on folios 1 & 2 of Tulkarem Land
Registry file No.65/26 the Turkish registration of
the property was as follows:

No.35 August 1313,	Salah Ahmad Hamdan	3/24 shares	
No.70 August 1321,	Saleh Abd El Razim and Mohd.sons of Saleh Hamdan	9/24	"
No.8 August 1307,	Abd El Latif & Abd El Kader sons of Ismail Birkawi	5/24	"
No.15 May 1309,	Khader Ikab Birkawi	7/24	"

Registered area: 1481 donums.

Category: Khalil El Rahman Mazbout Wakf.

Registered boundaries: Road, El Falha, Zahrat
El Balata and Birket Abdalla.

Village: Umkhaled; Locality: Bashiteh.

The documents of the Land Registry file showed
that the 12/24 shares of Abd El Latif, Abd El Kadir and Khader
Ikab were partitioned from old and that they represented an
area of 2215 donums 1502 ziraas and composed of five parcels
shown on the plan attached to file 65/26.

The late Yusef Eff. Thabet, Sub Inspector of Lands,
seems to have visited the land and under a report No.12
dated 18/12/26 which is attached to Tulkarem file No.65/26.

In his letter No.4803/4 dated 24/1/27 the
Director of Lands authorised the registration of four
parcels in the names of applicants and the 5th in the
name of H.E. the High Commissioner as State Domain.

The computation on the plan shows that the
// area of the State Domain is 245 donums 170.52 sq. pica.

The registration formality of the remaining
12/24 shares and their equivalent in land is shown in
Tulkarem Land Registry file No.212/29 and the authority
of the Director of Lands in file No.9708.

Complainants Khadijeh and Rafika & sisters
are heirs of Khader Ikab and their complaint seems to
be about the 245 donums and 175 ziraas while the area
mentioned in their complaint seems to include the parcel
taken from the other ~~wakf~~ and declared State Domain
(See R.9708) file No.212/29, though the Deeds of file
No.212/29 do not show that complainants are interested

At the time of the survey the land was in the possession of the United States and was being used for military purposes.

As shown on the map, the land is situated in the vicinity of the town of ... and is bounded by the ... and the ...

On August 1913, the land was surveyed and the following results were obtained:

" 1. The land is situated in the vicinity of the town of ... and is bounded by the ... and the ...

" 2. The land is situated in the vicinity of the town of ... and is bounded by the ... and the ...

" 3. The land is situated in the vicinity of the town of ... and is bounded by the ... and the ...

It is further stated that the land is situated in the vicinity of the town of ... and is bounded by the ... and the ...

It is further stated that the land is situated in the vicinity of the town of ... and is bounded by the ... and the ...

It is further stated that the land is situated in the vicinity of the town of ... and is bounded by the ... and the ...

It is further stated that the land is situated in the vicinity of the town of ... and is bounded by the ... and the ...

The amount of the land is ... and is situated in the vicinity of the town of ... and is bounded by the ... and the ...

The land is situated in the vicinity of the town of ... and is bounded by the ... and the ...

In the year 1913, the land was surveyed and the following results were obtained:

The land is situated in the vicinity of the town of ... and is bounded by the ... and the ...

The land is situated in the vicinity of the town of ... and is bounded by the ... and the ...

On August 1913, the land was surveyed and the following results were obtained:

Resume of the case of the land
claimed by Khadijeh & Rafika Barkawi
at Um Khaled Village.

As shown on folios 1 & 2 of Tulkarem Land
Registry file No. 65/26 the Turkish registration of
the property was as follows:

No. 35 August 1313, Salah Ahmad Hamdan	3/24 shares	
No. 70 August 1321, Saleh Abd El Ra'im and Mohd. sons of Saleh Hamdan	9/24	"
No. 8 August 1307, Abd El Latif & Abd El Kader sons of Ismail Birkawi	5/24	"
No. 15 May 1309, Khader Ikab Birkawi	7/24	"

Registered area: 1481 donums.

Category: Khalil El Rahman Mazbout Wakf.

Registered bounded: Road, El Falha, Zahrat
El Salata and Birket Abdalla.

Village: Umkhaled; Locality: Bashiteh.

The documents of the Land Registry file showed
that the 12/24 shares of Abd El Latif, Abd El Kadir and Khader
Ikab were partitioned from old and that they represented an
area of 2215 donums 1502 ziraas and composed of five parcels
shown on the plan attached to file 65/26.

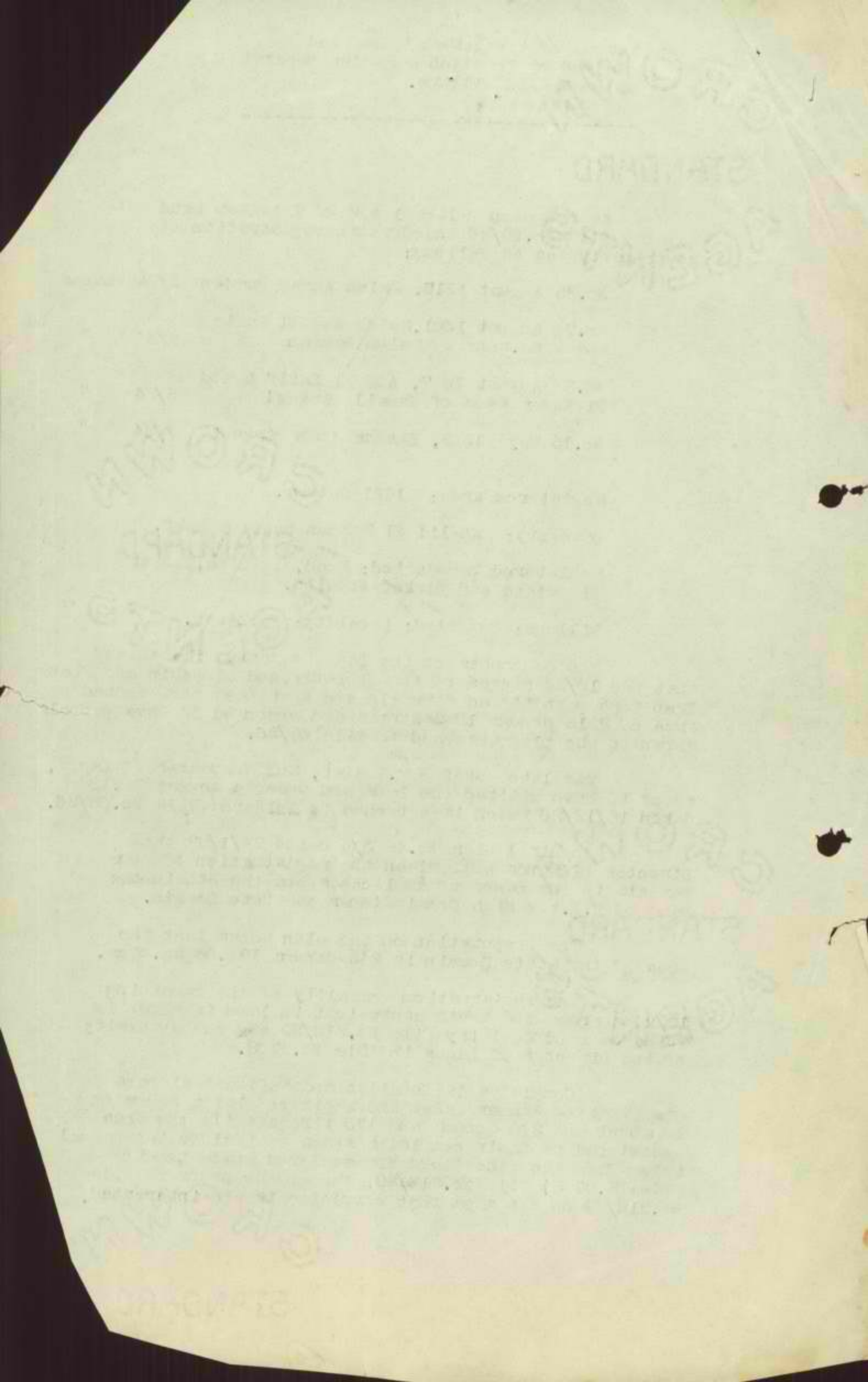
The late Yusef Eff. Thabet, Sub Inspector of Lands,
seems to have visited the land and under a report No. 12
dated 18/12/26 which is attached to Tulkarem file No. 65/26.

In his letter No. 4803/4 dated 24/1/27 the
Director of Lands authorised the registration of four
parcels in the names of applicants and the 5th in the
name of H.E. the High Commissioner as State Domain.

The computation on the plan shows that the
area of the State Domain is 245 donums 170.52 sq. pica.

The registration formality of the remaining
12/24 shares and their equivalent in land is shown in
Tulkarem Land Registry file No. 212/29 and the authority
of the Director of Lands in file No. 9708.

Complainants Khadijeh and Rafika & sisters
are heirs of Kahder Ikab and their complaint seems to
be about the 245 donums and 175 ziraas while the area
mentioned in their complaint seems to include the parcel
taken from the other wakf and declared State Domain
(See R. 9708) file No. 212/29, though the Deeds of file
No. 212/29 do not show that complainants are interested.





Petition No. 65/1926

Volume No. 1

Certificate of Registration

Decree No. 45/1927

Land Registry Office of Tul-Karem.

Folio No. 15

Kaza	Tul-Karem.	Town or Village	Im-Khaled.	Situation or Quarter	El-Bashitiyeh
Class of Land	Wakhf Khalil El-Rahman Kiri.				Remarks
Description of Property	Sandy uncultivable land.				
Boundaries	North	Sands, adjoining lands of Tayyan.			
	South	Sands, adjoining lands of Salah El-Hamdan and sons.			
	East	Parts 1 and 4.			
	West	Sea Shore) Road.			
Area	245 Donums and 170.52 Pics.				
Share	In Whole.				
Mukataa or Bedal Ushr	---				
Name of Former Owner	---				
Nature of Transaction	This plot has been registered as State Domain, being Sandy uncultivable land, vide authority R/4803/4 of 24-1-27.				
Consideration or Price	---				

The immovable property above described is registered in the name of:—
His Excellency the High Commissioner for the time ~~Resident~~ in trust for Government of Palestine.
And this Certificate is delivered to him as a certificate of this Registration.

This Certificate of Registration is issued subject to the provisions of (A) Article 3 of the Law of Disposition of Immovable Property of 5th Jamad-el-Awal 1331 (30th March 1929) and (B) Article 9 of the Transfer of Land Ordinance 1920.

Those provisions are:

(A) "Formal title deeds are valid and executory. The Civil and Sheria Courts shall give judgment on these deeds and their registration without further proof. A formal title deed shall not be annulled except by a judgment of a Court based on lawful reasons".

(B) "No guarantee of title or of the validity of the transaction is implied by the consent of the Administration and the registration of the Deed".

Seal of Land
Registry Office



Date

28-2-27

Signature of Registrar of Lands



شهادة تسجيل

دائرة تسجيل الاراضي في

الموقع او الحلة

المدينة او القرية

ملحوظات

نوع الارض

اوصاف العقار

شمال

جنوب

شرق

غرب

المساحة

الحصة

مقاطعة او بدل عشر

اسم المالك او

المتصرف السابق

نوع المعاملة

القيمة او الثمن

القاطن في

ان العقار المدونة تفاصيله اعلاه مسجل باسم
وقد اعطيت له هذه الشهادة اشعاراً بالتسجيل المذكور

ان شهادة التسجيل هذه قد اعطيت طبقاً لنصوص :-

(اولاً) المادة ٣ من « قانون التصرف بالاموال الغير منقولة المؤرخ ٥ جمادى الاول سنة ١٣٣١ الموافق ٣٠ مارس ١٣٣٩ »

(ثانياً) المادة ٩ من « قانون انتقال الاراضي لسنة ١٩٢٠ »

والنصوص المشار اليها هي كما يأتي :-

(اولاً) « ان السندات الخاقانية معتبرة وممولى بها ويجزم ويعمل بمضمونها ومضمون قيودها في المحاكم الشرعية والنظامية بلا بينة ولا يمكن ابطال سند خاقاني

الا بجزم محكمة ولجب قانوني »

(ثانياً) « لا يستفاد من موافقة الادارة وتسجيل المقدم ضمان الملكية او ضمان صحة المعاملة »

امضاء مسجل الاراضي

التاريخ

ختم دائرة تسجيل
الاراضي

Gen 2.

Other files dealing with
same subject

(Continued)

This image shows a blank, aged, cream-colored page, likely an endpaper or flyleaf of a book. The paper has a slightly textured appearance with some faint smudges and discoloration, characteristic of old paper. The left edge of the page shows the binding of the book.

18578—(66) O-10—22 1.311. R.M.F.

Referred to	Date	Referred to	Date
DRAFT			
P. A.	Date		

2512 1051 4613 24, 1.1.100 23/ for 1832
2512 114 31.1.100 1.1.100 23/ 1834

DRAFT

AN AGREEMENT MADE THIS _____ day
of _____ One Thousand Nine Hundred
and _____ between His Excellency
Lieutenant General Sir Arthur Grenfell Wauchope,
K.C.B., C.M.G., C.I.E., D.S.O., High Commissioner
for Palestine for and on behalf of the Government
of Palestine (hereinafter called the "Lessor") of
the one part and the ~~Heelal Hazair Bnei Benjamin~~
~~Cooperative Society~~, Limited, a ~~cooperative society~~
duly registered under the Laws of Palestine
(hereinafter called the "Lessee") of the other part

WHEREBY IT IS AGREED AS FOLLOWS:-

1. The Lessor agrees to let and the Lessee
agrees to take on lease, for the purpose of
afforestation and erection of dwelling houses
and/or such other development or use as the
Lessor may from time to time approve in writing,
all that area of land described in the schedule
attached hereto for the term of ninety nine years
from the date hereof.

2 (a) The Lessee shall, during the first
twenty years of the term hereby created, pay
to the Lessor an annual rental of fifty Palestine
mils per dunum payable in advance on or before the
first day of _____ in each year, the
first of such payments to be made on the execution
hereof.

(b) For each subsequent period of twenty
years and for the last period of nineteen years
of the term hereby created, the annual rent
shall be a sum calculated at the rate of five
Palestine pounds per centum on the unimproved

capital/...

capital value of the land, at the end of the twentieth, fortieth, sixtieth and eightieth years respectively of the term hereby created. The said value shall be determined by agreement between the parties hereto or in default of agreement by arbitration as herein prescribed; provided always that such value shall not be greater than the unimproved value of similar lands in the neighbourhood and that the extent to which the value of the land hereby demised may have been increased by expenditure made by the Lessee, its agents, servants or nominees, or as a result of or in consequence of such expenditure on the said land, shall not be taken into account when calculating the said value.

(c) The rent hereby reserved shall be paid in addition to any taxes, rates, tithes or other assessments or charges from time to time imposed by the Government or any authority in conformity with any general law upon the land hereby demised.

3. The Lessee shall not, without the consent in writing of the Lessor first obtained, assign, mortgage or otherwise dispose of or charge his interest in the land hereby demised or any part thereof; provided that such consent shall not be unreasonably withheld; and provided further that the Lessee shall be entitled to sublet parcels or plots of the said land subject to the following conditions. The Lessee shall,

immediately/...

immediately upon execution, submit to the Lessor for his approval all such sub-leases as shall be granted by the Lessee to its members and such sub-leases shall not become operative until 30 days after the date of their receipt by the Lessor who shall be entitled to withhold his consent but not unreasonably to any such sub-lease.

4. The Lessee shall within six months from the date hereof, at his own cost, cause a survey of the land hereby demised to be made and shall furnish the Lessor with a copy of the plan of such land and shall further erect and maintain on the boundaries of the said land, permanent boundary marks of a kind and number and in such places as shall be approved by the Lessor.

5. The Lessee shall submit to the Lessor within three months from the date hereof a general scheme for the afforestation of the land hereby demised and the Lessor shall notify his approval or disapproval of or objection to the scheme within three months after it is submitted to him, and the Lessee shall if required, submit an amended scheme within one month which shall be subject to the like approval or disapproval. If the Lessor shall not approve such amended scheme within the time aforesaid a dispute shall be deemed to have arisen which shall be determined by arbitration in manner provided in clause 17 hereof.

6. The Lessee hereby undertakes to execute all such works as shall be reasonably

necessary for the afforestation of the land and of the arrestation of the sand drift in accordance with the approved general scheme as hereinbefore set out within ten years from the date of approval of the general scheme by the Lessor. PROVIDED that the Lessee shall not, save with the previous consent in writing of the Lessor, divert any watercourse or obstruct or interfere with the free use of water by persons who have hitherto enjoyed it or the free flow of water to adjacent lands which have hitherto received such water.

7 (a) The Lessee agrees that where operations carried out by him do not have the effect of arresting sand drift he shall take such further measures as in the opinion of the Chief Forest Officer are necessary to arrest the said sand drift provided that the Chief Forest Officer shall at the request of the Lessee furnish the Lessee with a Schedule of the measures to be taken and provided also that such measures shall be those commonly employed to arrest Sand Drift.

(b) The Lessor reserves the right to cause such operations to be carried out by the Government at the cost of the Lessee should the Lessee fail to execute any operation in the manner and within the period specified to the satisfaction of the Chief Forest Officer and the Lessee agrees to pay such costs on demand provided that if a dispute has arisen regarding the measures taken

or to be taken and the matter has been referred to arbitration this right shall not become operative until such time as the Arbitrators have made their submission.

8. The Lessee hereby agrees that there shall be excluded from the land hereby demised all public roads, paths or highways existing thereon at the date hereof together with an area on the sea-shore of a width not exceeding sixty metres from the high-water mark.

9. Nothing in this agreement shall confer on the Lessee any right to antiquities or to minerals found on or below the surface of the land hereby demised or to work any mines therein, but such mines minerals and antiquities shall in all cases be and remain the exclusive property of the Lessor. The Lessor or persons authorised by him shall at all times have the right of access to the said land for the purpose of inspecting, taking, winning or prospecting any such antiquities or minerals found on or in the said land.

10 (a) Nothing in this lease shall be taken to affect or derogate from the right of the Lessor at any time to resume without expropriation proceedings any part of the land hereby demised which may be necessary for the purpose of constructing, widening, improving or reconstructing any public road or constructing, improving or reconstructing any railway or other public work.

(b) The Lessee shall be entitled to such reasonable compensation or reasonable

abatement of rent in respect of any lands of the use of which he is deprived in accordance with this clause as may be agreed between the parties hereto, or in default of agreement, may be determined by arbitration under the provisions hereof.

11. The Lessor or any person authorised by him may at all times enter on the land hereby demised to inspect the same without let or hindrance by the Lessee.

12. On the expiration or sooner determination of the term hereby created the Lessee shall deliver up the said land to the Lessor in a good and clean condition and fit for occupation by an incoming tenant, together with all buildings, machinery engines pipes and trees which may have been erected installed or planted on the premises with the exception of portable buildings, engines and machinery which can be removed without damaging or defacing the land demised. The buildings, machinery and other property which are not removed shall be left in a good state of repair and condition.

13. The Lessee shall not be entitled to any compensation in respect of any property existing on the land at the time it is delivered up whether such property is to be removed by the Lessee or to be left on the land.

14. Interest on all sums payable under this agreement which shall be in arrear shall run at the legal rate from the date when payment is due.

15. If at any time during the currency of

the term hereby created the Lessee shall fail to pay the rent in the manner aforesaid and such rent shall remain unpaid for a period of sixty days or if the Lessee shall fail to observe or perform any of the provisions of this agreement the term hereby created shall be forfeited and the Lessor may forthwith re-enter upon the premises and thereafter possess the same as though this agreement had never been made;

Provided that:-

- (a) entry by the Lessor shall not affect the liability of the Lessee in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) The Lessor shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent unless notice of the breach has been served upon the Lessee and the Lessee during the period of three months from the date of notice has failed either to comply with the terms hereof, or to submit the matter to arbitration under clause 17 hereof. If the matter is so referred to arbitration by the Lessee and the Lessee fails to comply with the terms of the arbitrators' award within three months from the date hereof, the Lessor's right of reentry shall be revived.

16. Upon the exercise of any right of re-entry for the non-payment of any rent reserved, or for failure to perform or fulfil any condition or agreement herein contained or implied, no compensation shall be due to the Lessee except in respect of any land taken from him for a public purpose under clause 10 hereof.

17. In the event of any dispute arising between the parties hereto as to any matter or thing arising out of this agreement or any matter relative thereto such dispute shall be referred to arbitration in

in accordance with the provisions of the
Arbitration Law for the time being in force in
Palestine.

In witness whereof the said parties
have hereunto set their hands the day and the year
first above written.

Signed by the ^{High} ~~Lessor~~
Commissioner for Palestine

High Commissioner

→ In the presence of)

Signed by the ^{Director of} ~~Lessee~~
Hamat Ltd.

Director

→ In the presence of.)

I hereby authenticate the signature
of the Lessee and Lessor on the Deed, and certify
that the Lessee and Lessor freely and voluntarily
executed the Deed and understand its contents.

DIRECTOR OF LANDS.

This Deed was registered under Deed
No. on the day of in the Land
Registry of Town or Village, No. Registration
fees mils paid, vide receipt No.

Registration of this deed does not
guarantee the title to the land therein referred to.

REGISTRAR OF LANDS.

Seal of Registry Office.

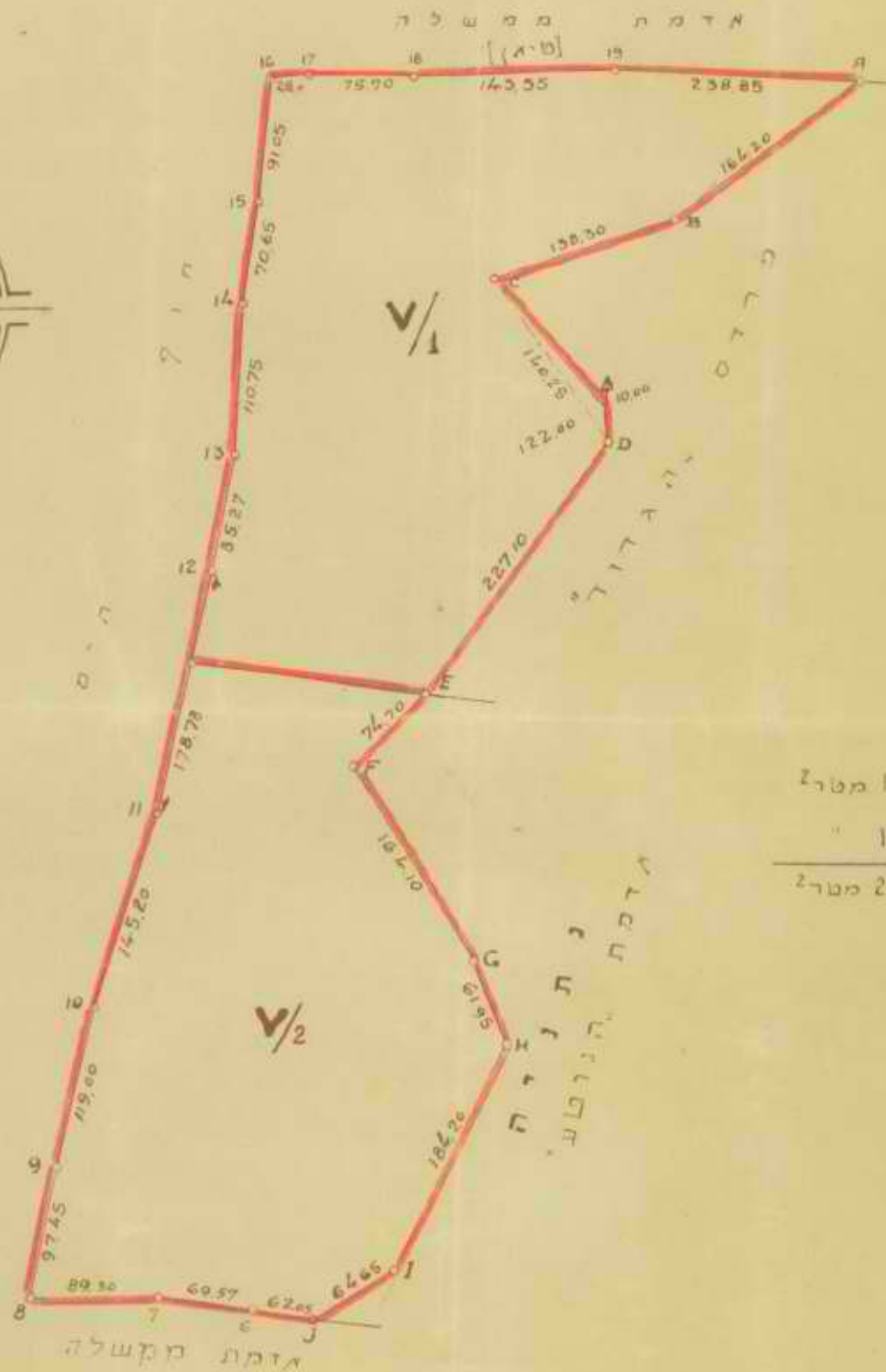
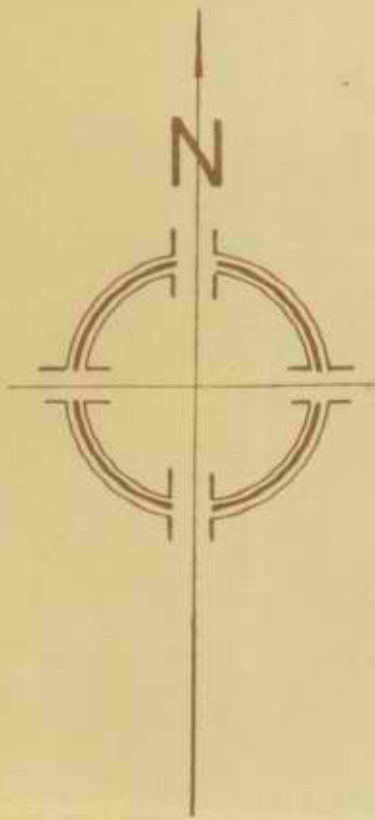
SCHEDULE REFERRED TO IN SECTION ONE ABOVE.

Parcel	Area in Standard Dunoms.	Registration in Land Registry of Tulkarm
A	225 .326	45/27 of 28.2.27
B	697. 491	199/26 of 26.11.26
C	128. 365	79/30 of 28. 1.30.

THE WHOLE AREA HAS BEEN DELINEATED ON THE
ATTACHED PLAN, MARKED A.B.AND C AND OUTLINED
IN YELLOW.

מחוז הצפון
נפת טול-כרם
כפר אום-חליד
1:5000

State Domain "A" (ס"ח/106)
אדמת ממשלה A



השטח V_1 : 116 687 מטר²
" V_2 : 108 639 "
סה"כ : 225 326 מטר²

לא למסורת השום

סינארניון

משרד אינז'יניריה

ליבנין ולמדינה

אינז'ינר **ז. מ. מ. מ.**

תל-אביב
5. 11. 1933

מספר סדורי D.127/589A



Petition No. 212/1929.

Volume No. 1.

Certificate of Registration

Deed No. 79/1930.

Land Registry Office of Tul-Karem.

Folio No. 21.

Kaza	Tul-Karem.	Town or Village	Um-Khalid.	Situation or Quarter	And El-Hashiff.
Class of Land	Miri.				
Description of Property	Sandy uncultivable land.				
Boundaries	North	State Domain lands.			
	South	Road.			
	East	Plot No. 2 of Saleh El-Salah and Partners.			
	West	Sea shore.			
Area	128 Donums and 365 Metres.				
Share	In whole.				
Mukataa or Bedal Ushr	-----				
Name of Former Owner	-----				
Nature of Transaction	This plot has been registered as State Domain land being sandy uncultivable land.				
Consideration or Price	-----				

The immovable property above described is registered in the name of:—
His Excellency the High Commissioner for the time being in trust for the Government of Palestine
Resident of
And this Certificate is delivered to him as a certificate of this Registration.

This Certificate of Registration is issued subject to the provisions of (A) Article 3 of the Law of Disposition of Immovable Property of 5th Jamad-el-Awal 1331 (30th March 1929) and (B) Article 9 of the Transfer of Land Ordinance 1920. Those provisions are:

(A) "Formal title deeds are valid and executory. The Civil and Sheria Courts shall give judgment on these deeds and their registration without further proof. A formal title deed shall not be annulled except by a judgment of a Court based on lawful reasons".

(B) "No guarantee of title or of the validity of the transaction is implied by the consent of the Administration and the registration of the Deed".

Date 28.1.1930.

Signature of Registrar of Lands

Seal of Land
Registry Office



ממשלת פלשתינה (א"י).



תעודת רשום

משרד ספרי האחוזה ב...

מספר הספר

מספר הדף

מספר הבקשה

מספר השטר

SALES OVER

הרובע או השכונה

כפר או עיר

מחוז

שם דלא

נידוי

האיכות

צפון

דרום

מזרח

מערב

השמה

החלק

סוקסטה או
בדל עושר

שם הבעל הקודם

סין התנועה

המדינה

הנכסים דלא נידוי הסתוארים לעיל רשומים בשם

ותעודה זו נתנה לי לראיה על הרשום חזות.

תעודת רשום זו נתנה כהתאם להוראות :

(א) סעיף 3 של חק העברת נכסי דלא נידוי סן ה"ס לניסר איאל 1331, (30 מרץ 1320).

(ב) סעיף 9 של פקודת העברת קרקעות 1920.

ההוראות דנוכרות הנן:

- תעודות רשום רשומים יש להם תקף והנם מוצאים לפעל. כתי הסמך האזרחיים והשרעיים יתנו פסקי דין על סמך תעודות אל ורשומן סבלי חוכמה נוספת. תעודת רשום רשומה לא תבטל אלא על ידי פסק דין סבוסם על טעמים חקיים.
- הסכמת הפקידות ורשום השטר אינם כוללים כל ערובה על זכות הקנין או על תקף החעברת.

חתימת רשם הקרקעות

האריך

משרד
האחוזה

Palestine Government



Petition No. 64/26.

Volume No 1.

Certificate of Registration

Deed No. 199/26.

Land Registry Office of Tul Karem.

Folio No. 6.

Kaza	Tul Karem.	Town or Village	Um Khalid.	Situation or Quarter	Ard El-Loulieh.
Class of Land	Wkf Khalil El-Ruhman. Miri.				
on of	Sandy uncultivable land.				
Boundaries	North	Road.			
	South	Abdel-Rahim Hannoun.			
	East	Saleh Salah El-Hamdan and brothers.			
	West	Sea Shore.			
Area	Donums. Ziraas. 758 1152,				
Share	In whole.				
Mukataa or Bedal Ushr					
Name of Former Owner					
Nature of Transaction	This plot has been registered as State Domain land, being sandy uncultivable land, authority R.4803 dated 28.10.1926,				
Consideration or Price					

The immovable property above described is registered in the name of: His Excellency the High Commissioner for the time being in trust for the Government of Palestine.

And this Certificate is delivered to him as a certificate of this Registration.

This Certificate of Registration is issued subject to the provisions of (A) Article 3 of The Law of Disposition of Immovable Property of 5th Jamad-el-Awal 1331 (30th March 1329) and (B) Article 9 of the Transfer of Land Ordinance 1920.

Those provisions are:

(A) "Formal title deeds are valid and executory. The Civil and Sheria Courts shall give judgment on these deeds and their registration without further proof. A formal title deed shall not be annulled except by a judgment of a Court based on lawful reasons".

(B) "No guarantee of title or of the validity of the transaction is implied by the consent of the Administration and the registration of the Deed".

Seal of Land
Registry Office



Date 29th, November, 1926

Signature of Registrar of Lands

Handwritten signature

حكومة فلسطين



شهادة تسجيل

دائرة تسجيل الاراضي في

نمرة العرض

نمرة العقيد

مجلد نمرة

صحيفة نمرة

القضاء	المدينة او القرية	الموقع او المحلة	ملحوظات
نوع الارض			
تقار			
شمال			
جنوب			
شرق			
غرب			
مقاطعة او بدل عشر			
سم المالك او حرف السابق			
نوع المعاملة			
القيمة او الثمن			

القاطن في

ان العقار المدونة تفاصيله اعلاه مسجل باسم
وقد اعطيت له هذه الشهادة اشعاراً بالتسجيل المذكور

ان شهادة التسجيل هذه قد اعطيت طبقاً لنصوص : —

(اولاً) المادة ٣ من «قانون التصرف بالاموال الغير منقولة المؤرخ ٥ جمادى الاول سنة ١٣٣١ الموافق ٣٠ مارت سنة ١٣٢٩»

(ثانياً) المادة ٩ من «قانون انتقال الاراضي لسنة ١٩٣٠»

والنصوص المشار اليها هي كما يأتي : —

(اولاً) «ان السندات الخاقانية معتبرة ومعمول بها ويحكم ويحكم بمثل تضمنونها ومضمون قيودها في المحاكم الشرعية والنظامية بلا بينة ولا يمكن ابطال سند خاقاني

الا يحكم محكمة ولسبب قانوني»

(ثانياً) «لا يستفاد من موافقة الادارة وتسجيل العقيد ضمان الملكية او ضمان صحة المعاملة»

امضاء مسجل الاراضي

التاريخ

ختم دائرة تسجيل
الاراضي

COVER

